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8 Attorney for Plaintiffs
9 MELANIE ANNE WINNS, RALPH JOHN
10 HICKEY JR., STEVEN ALVARADO and
11 KRISTIE LOGAN

12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO

14 COORDINATION PROCEEDING SPECIAL
15 TITLE [RULE 3.550]

16 POSTMATES CLASSIFICATION CASES

17 Included Actions:

18 Winns v. Postmates, Inc., No. CGC-17-562282
19 (San Francisco Superior Court)

20 Rimler v. Postmates, Inc., No. CGC-18-
21 567868 (San Francisco Superior Court.)

22 Brown v. Postmates, Inc., No. BC712974
23 (Los Angeles Superior Court)

24 Santana v. Postmates, Inc., No. BC720151
25 (Los Angeles Superior Court)

26 Vincent v. Postmates, Inc., No. RG19018205
27 (Alameda County Superior Court)

28 Altounian v. Postmates, Inc., No. CGC-20-
584366 (San Francisco Superior Court)

CASE NO. CJC-20-005068
CASE NO. CGC-18-567868

**DECLARATION OF AMIR
MOSTAFAVI IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF REVISED CLASS
ACTION SETTLEMENT**

Hon. Suzanne R. Bolanos
Dept. 303

1 **DECLARATION OF AMIR MOSTAFAVI**

2 I, Amir Mostafavi, declare as follows:

3 1. I am the principal attorney at the Mostafavi Law Group, APC, the attorney of the records for
4 *Winns v. Postmates, Inc.*, No. CGC-17-562282 (San Francisco Superior Court), *Winns v. Postmates*
5 *Inc.*, No. A155717 (First Appellate District, Courts of Appeal), and *Winns v. Postmates*, No.
6 S270638 (California Supreme Court).

7 2. My practice is limited almost exclusively to employment law and litigation focusing on the
8 representation of employees in wage and hour and class-action matters.

9 3. I am an attorney duly licensed to practice in the State of California, admitted to the United
10 States District Court, all Districts in California. I am an active member of the California State Bar
11 and have been so since April 2012. I have personal knowledge of the facts below, except those facts
12 stated on information and belief, which I nevertheless believe to be true. If called as a witness, I
13 could and would competently testify thereto. This declaration is submitted in support of plaintiffs’
14 motion for final approval of revised class action settlement, Case Nos: CJC-20-005068, and CGC-
15 18-567868.

16 4. Before attending law school, I received graduate degree from California State University of
17 Northridge, and post-graduate degree from University of Southern California both in Electrical &
18 Computer Engineering and taught graduate courses as a part-time faculty at the Loyola Marymount
19 University, Los Angeles, California. I received my Juris Doctor from University of West Los
20 Angeles in December 2007 and Master of Law in Employment Law from Southwestern Law School
21 in December 2010. I also taught courses at People College of Law in Los Angeles pro bono to assist
22 the institution, which brings legal resources to under-represented communities and to train legal
23 advocates dedicated to securing progressive social change and justice in society. Since becoming an
24 attorney, I have filed, litigated, settled and tried a substantial number of civil cases both in federal
25 and state court, including class action and representative cases, in the area of employment law.
26 I have represented thousands of individuals in several class and representative actions (Private
27 Attorneys General Act “PAGA”) prosecuting wage and hour claims. My office has settled multiple
28

1 seven-figure cases, and many six-figure cases. I have tried cases before the jury and the court. I have
2 done several appeals in first and second districts of California courts of Appeal, United State Court
3 of Appeal – Ninth Circuit and filed petition for review to the California Supreme Court regarding
4 Wage & House issues in a matter involving expense reimbursement under Lab. Code § 2802 in
5 matters *Hugo Gallegos et al. v. Street City Logistics Inc, et al.* Case No. BC549552 (Los Angeles
6 Superior Court), B292575 (Second Appellate District of Courts of Appeal), and S263918
7 (California Supreme Court); *Vazquez, et al. v. Warren Distributing* Case No. BC595046 (Los
8 Angeles Superior Court), B292573 (Second Appellate District of Courts of Appeal), and S263918
9 (California Supreme Court).

10 5. In 2013, I brought a class and PAGA action against a regional newspaper delivery company
11 for violation of California labor law. After engaging in informal discovery and attending private
12 mediation, the action was settled resulting to a high six-figure recovery.

13 6. In 2014, I handled a class action involving multi-defendant entities including a national
14 media network for violations of California labor law on behalf of 71,215 employees. After
15 conducting intensive informal discovery, numerous in person meetings with defendants' counsel and
16 private mediation in San Francisco, the dispute was settled for seven-figure recovery.

17 7. I started this case against Postmates in early April of 2017, since the inception, my office
18 spent in excess of aggregated 5,100 hours on this case, which includes, but is not limited to, frequent
19 communications and repeated interviews with approximately 50 couriers in late 2016 and early 2017
20 for understanding the operational aspects of delivery by the couriers, the way they were
21 compensated, and applicable agreements defining their relationship with Postmates. I and my staff
22 spent a great deal of time in researching the law to defend against potential challenges by Postmates
23 at the pleading stage and beyond. In addition, I and my staff prepared and filed PAGA notices to the
24 LWDA, and for preparing and reviewing the pleadings including amending the complaint for adding
25 three more named plaintiffs. We also reviewed and analyzed many screen shots from the mobile app
26 the courier provided so we could ascertain damages and penalties based on the alleged violations of
27 underpayment of wages. Our efforts also included reviewing and analyzing of texts and emails
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1 between couriers and Postmates regarding the issues relevant to our claims in general and \$0.15
2 charge for each deposit in particular, and numerous employment policies and other related
3 documents made available by Postmates’s website for assisting in preparing our anticipated
4 challenge by Postmates to our complaint.

5 8. I met with putative class members and aggrieved employees on several occasions, held
6 numerous meetings and conference calls regarding the factual and legal issues in this case, many
7 email exchanges with current and former defense counsel, several lengthy telephone calls with
8 former and current defense counsel, including in person meeting with former defense counsel
9 regarding the esoteric issues in this case, conducting a substantial amount of legal research as to the
10 claims in dispute, especially regarding Postmates’s efforts for compelling the case to arbitration.

11 9. After Postmates filed its motion to compel arbitration, I prepared opposition for Postmates’s
12 motion to compel arbitration and attended the status conferences and motion hearing and reviewed
13 and analyzed documents regarding opt-out provisions of Postmates’s Feet Agreement in support of
14 Plaintiff’s opposition in San Francisco. In addition, I reviewed and analyzed the issues Postmates
15 raised in appeal of trial court’s ruling on its motion to compel arbitration and prepared the responsive
16 appellate brief, and prepared for oral argument if necessary. I engaged in settlement discussions with
17 Postmates and held multiple conference calls and correspondences with counsel for other related
18 cases in this action. The time I spent on this case was necessary —separate and apart—from the time
19 counsel for related cases spent on this case.

20 10. I undertook the representation of Plaintiffs in this litigation at great financial risk, because I
21 believed that Plaintiffs, and other aggrieved employees, had been wronged and their rights under the
22 wage and hour laws of this state had been violated. This was perhaps one of the biggest cases that I
23 have ever taken on in my legal career as an attorney, and it took up a tremendous amount of my time
24 and mental bandwidth. This case involves a large employer which made the legal issues that much
25 more complex. As a result, I was unable to accept many other fee-generating cases so that I could
26 concentrate on the complexity of this case.

27 11. According to my investigation, Postmates used mobile apps installed on couriers’
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1 smartphones for its operation for delivery of food from restaurants to consumers. Plaintiffs Melanie
2 Anne Winns, Ralph John Hickey Jr., Steven Alvarado, and Kristie Logan worked for Postmates for
3 delivery in California.

4 12. On June 26, 2017, after drafting the statutorily required notice (“Winns’s PAGA Notice”)
5 and conferring with Plaintiff Winns regarding her Labor Code claims and grievances, my office sent
6 the Winns’s PAGA Notice to the California Labor and Workforce Development Agency (“LWDA”)
7 and Postmates, declaring Plaintiff Winns’s intent to proceed with the enumerated Labor Code claims
8 on behalf of herself and all other aggrieved employees against Postmates.

9 13. On October 6, 2017, my office amended the Winns’ PAGA Notice to add Labor Code
10 violations §§ 213 and 221. On October 10, 2017, we filed the first amended notice to add labor code
11 section 229, 354, 355, 356, and 450 previously submitted Winns’s PAGA notices.

12 14. On November 2, 20217, we filed the complaint against Postmates alleging eight causes of
13 action for (1) Repayment of Wages to Employer in Violation of Labor Code § 221, (2) Coercion in
14 Violation of Labor Code §450, (3) Unauthorized form of Payment of Wages and Gratuities in
15 Violation of Labor Code § 213, (4) Disposition of Gratuities in Violation of Labor Code §§ 350-356,
16 (5) Failure To Pay Wages Due Former Employees in Violation Of Labor Code §§201-203, (6) Effect
17 of Arbitration Agreement to Enforce Payment of Wages in Violation of Labor Code § 229, (7)
18 Penalties Pursuant to Labor Code §§ 2698-2699.5 “Private Attorney General Act” and (8) Unfair
19 Competition Pursuant to Bus. & Prof. Code § 17200.

20 15. Shortly after filing the complaint, I was approached by Maya Kosoff from VANITY FAIR,
21 The Hive for an interview about Postmates. The interview was published by VANITY FAIR that
22 could be found at <https://www.vanityfair.com/news/2017/11/postmates-worker-classification-lawsuit>

23 16. I was also interviewed by Tom Krisher from The Associated Press in Detroit regarding the
24 Postmates case and allegations we had made in our complaint.

25 17. In late November 2017, I contacted the Division of Labor Standards Enforcement that is
26 responsible for enforcing California labor laws including the statutory requirement for employers in
27 California to have workers’ compensation insurance or be self-insured where allowed and filed a
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1 report of labor law violation with the Bureau of Field Enforcement (BOFE) to request an
2 investigation as to the lack of workers' compensation insurance by Postmates.

3 18. Plaintiff Winns amended her complaint on December 22, 2017 naming Ralph John Hickey
4 JR., Steven Alvarado, and Kristie Logan as additional plaintiffs to the action and added two claims
5 for failure to pay minimum wage in violation of Lab. Code. §1194, 1197.1; and violation of Lab.
6 Code. § 558 to the complaint.

7 19. On or about January 23, 2018, Postmates filed its motion to compel arbitration. After
8 reviewing and analyzing the moving papers, and conducting research on the issues presented in the
9 motion, and speaking in multiple times with Plaintiffs, I drafted the opposition that was filed on or
10 about April 27, 2018. After reviewing and analyzing the reply, I argued the motion before the trial
11 court on September 10, 2018. Hon. Mary E. Wiss, Dept. 305 issued her ruling on September 24,
12 2018. The trial court granted the motion to compel arbitration with respect to plaintiffs Winns,
13 Hickey, and Logan's individual claims, including their claims under Labor Code section 558 and
14 stayed plaintiffs Winns, Hickey, and Logan's class claims pending arbitrator's ruling on applicability
15 of FAA and stayed plaintiffs Winns, Hickey, and Logan's claims for penalties under PAGA. The
16 trial court, however denied the motion to compel arbitration with respect to plaintiff Alvarado.

17 20. Postmates appealed the trial court's ruling as to denial of compelling Plaintiff Alvarado to
18 binding arbitration on October 15, 2018 at the First District of California Court of Appeal under case
19 number A155717.

20 21. In communications with Postmates, and in light of settlement discussions, I stipulated
21 multiple times to continue the appellate briefings and drafted status report for the appeal based on
22 the pending settlement. After Postmates filed its opening brief on November 16, 2020, I reviewed
23 and analyzed Postmates's opening brief to prepare for respondent brief, which was filed on April 19,
24 2021.

25 22. On July 20, 2021, the First District of California Court of Appeal, Division 3, in a published
26 opinion, AFFIRMED the trial court's ruling denying Postmates motion to compel Plaintiffs Winns,
27 Hickey and Logan's PAGA claim and awarded Plaintiffs to recover costs on appeal.
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1 23. On August 30, 2021, Postmates filed a petition for review to California Supreme Court. I am
2 currently preparing to draft and file Plaintiffs’ opposition to the petition.

3 a. My office, worked diligently and cooperatively together with defense counsel on various
4 issues in lower and appellate courts by frequently meeting and conferring over what information was
5 needed to ensure Plaintiffs were able to evaluate the case, while also protecting Postmates from
6 unduly burdensome discovery. This process took months and required the Parties to continue their
7 scheduled deadlines set forth by the Court of Appeal.

8 24. In or about October 2019, I started working diligently and cooperatively with Lichten &
9 Liss-Riordan, P.C. to identify and obtain the relevant and more comprehensive data in support of
10 ongoing settlement discussions with Postmates.

11 25. After multiple communications with Plaintiffs, informing them about the settlement and
12 risks that could potentially come in play if settlement is unsuccessful, I obtained their written
13 consent to enter a co-counseling and fee-split agreement with Lichten & Liss-Riordan, P.C.

14 26. In November 2019, pursuant to Rule 1.5.1 of the California Rules of Professional Conduct,
15 plaintiffs Melanie Anne Winns, Ralph John Hickey Jr., Steven Alvarado, Kristie Logan, Jacob
16 Rimler, Giovanni Jones, Dora Lee, Kellyn Timmerman, and Joshua Albert on one hand as plaintiffs,
17 and Lichten & Liss-Riordan, P.C. and I, on the other hand as counsel, entered into an agreement for
18 the division of attorneys' fees, costs and litigation expenses awarded or recovered in the related or
19 coordinated actions entitled: (1) Melanie Anne Winns, et al. v. Postmates Inc. San Francisco County
20 Superior Court Case No. CGC17562282 (“Winns Action”) and the related appeal docketed at No.
21 A155717 in the California Court of Appeal, First Appellate District, (2) Rimler v. Postmates, Inc.,
22 Case No. CGC-18-567868 in the Superior Court of California, San Francisco County, and the related
23 appeal docketed at No. A156450 in the California Court of Appeal, First Appellate District (“Rimler
24 Action”); (3) Lee v. Postmates, Inc., Case No. 3:18-cv-03421-JCS, in the United States District
25 Court for the Northern District of California, and the related appeals docketed at Nos. 19-15024 and
26 19-80055 in the United States Court of Appeals for the Ninth Circuit (“Lee Action”); and (4) Albert
27 v. Postmates, Inc., Case No. 18-cv-07592-JCS, in the United States District Court for the Northern
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1 District of California (“Albert Action”); including as amended pursuant to this Agreement (taken
2 together, the four cases shall be referred to as the (“Actions”) while Plaintiffs and Plaintiffs' Counsel
3 were collectively referred to as the “Parties.”

4 27. The fee-division agreement was made in light of November 19, 2019 agreement in principle
5 for a proposed settlement with respect to the Actions between the Parties and Postmates. By signing
6 this Agreement, the Parties agreed to the division of any and all attorneys' fees, costs and litigation
7 expenses awarded by the Court or otherwise recovered in the Actions. The Agreement Regarding
8 Division of Attorneys' Fees, Costs and Expenses between my office and Lichten & Liss-Riordan,
9 P.C. was signed by both firms and their respective clients in November 2019. Under the fee division
10 agreement, Lichten & Liss-Riordan, P.C., agreed that my firm shall receive 1/3 of any and all
11 attorneys' fees costs and expenses awarded to Lichten & Liss-Riordan, P.C. as the Class Counsel by
12 the Court or recovered in the Actions.

13 28. My hourly rate in employment cases was \$695.00 when I started the work in 2016. However,
14 it has become \$750.00 for current year. The rates charged by knowledgeable and experienced
15 attorneys in the field of employment law in Los Angeles County, generally range from
16 approximately \$600 per hour at these low ends of the scale to approximately \$1050 per hour at the
17 high end of the scale for an attorney of my skill and experience. My hourly rate of \$750.00 is also in
18 line with the 2020-2021 Laffey Matrix, which indicates an hourly rate of \$762 for attorneys with 11
19 to 19 years of experience. Since most plaintiffs cannot pay for my services on an hourly basis, I
20 represent virtually all of my wage and hour employment clients (plaintiffs) on a contingency fee
21 basis. Pursuant to this arrangement, I am not compensated for my time unless and until I prevail at
22 trial or successfully settle my client’s case. Because I am taking the risk that I will not be reimbursed
23 for my time and expenses incurred unless my client settles or wins his or her case, I generally cannot
24 afford to represent clients for less than my hourly rate.

25 29. Additionally, an attorney’s reasonable hourly rate is not based simply on years of admittance.
26 Given my experience and accomplishments compared to those of my peer group as set forth herein
27 and in the accompanying declarations, for purposes of determining the lodestar in this matter I
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1 believe it is reasonable for the Court to set my hourly rate at the high end of the range of reasonable
2 hourly rates. My office kept time records of time spent on this matter to the nearest tenth of an hour.
3 I made sure my staffs were careful to keep accurate track of time spent on this case. I exercised
4 billing judgment and did not include time spent doing administrative or semi-clerical work such as
5 calling our service providers in this matter.

6 30. I also did not record every minute incurred on this matter, including many telephone calls,
7 emails, and text messages that I took part in while I was outside the office. Unless the telephone call
8 was lengthy, I often did not record short calls for this matter when I was not at the office. I also did
9 not record my time spent reviewing many of the latest appellate opinions that I believed could apply
10 to this matter (during the pendency of this matter, many appellate opinions.

11 31. As my staffs, Paralegals/law clerks Lilit Ter-Astvatsatryan (460 hours), Joseph M
12 Radochonski (184 hours) Loan T. Dao (630 hours), and Shiqi W Borjigin (340 hours) worked in in
13 my firm in this case excess of combined 1,614 hours at the hourly rate of \$125.00. I personally
14 worked in excess of 2,921 hours on this case at the rate of \$696 to \$750 per hour. My lodestar is
15 \$2,190,750 (2921 x \$750). The loadstar for the paralegal/law clerks in my office is \$201,750 (1614 x
16 \$125). The total combined lodestar is \$2,392,950. However, due to the nature and complexity of this
17 case, I believe that a multiplier of 1.5 is warranted. I find the total amount of attorney's fees, which
18 would be approximately 1/3 of the 33.33% of the overall settlement amount, to be fair and
19 reasonable. The time I spent on this case was necessary—separate and apart—from the time my co-
20 counsel Shannon Liss-Riordan has spent on this case.

21 32. Throughout this case, I have met and conferred with both former and current counsel
22 regarding the esoteric issues in this case, and I were able to apprise counsel for defense (prior and
23 former) as to the precise computational issues that led to the alleged fee charged by Postmates each
24 time it deposited couriers delivery fee and/or gratuity to their bank accounts.

25 33. Based on my professional experience in handling wage and hour PAGA representative and
26 class action matters, the circumstances of this case, and the tremendous work performed, I find the
27 proposed PAGA settlement to be an above-average result and to be a fair, reasonable, and adequate.
28

1 34. I have incurred the following costs:

2		
3	LWDA Filing Fee	\$75.00
4	File Set Up Fee & Materials	\$75.00
5	Service of Process	\$97.50
6	Mailing Costs	\$398.88
7	CourtCall Costs	\$190.00
8	Estimated Copying costs	\$500.00
9	Estimated Research Subscription Fees	\$500.00
	Traveling Expenses in SF	\$198.65
	Air Fare SF	\$339.96
	File&Xpress	\$632.00
	Total Costs:	\$3,006.99

10 35. The cost spent for copies and mailing is approximately \$500. We printed/copies
11 approximately over 2,000 pages at \$.25 per page. The pages we printed included but were not
12 limited to: Plaintiffs' employment records, payroll records, motions, appellate briefs and supporting
13 exhibits and records, settlement agreements and supporting exhibits, etc. The costs spent for
14 electronic legal research is approximately \$500. In sum, my office incurred \$3,006.99 in costs. The
15 costs incurred are ordinary and necessary.

16 36. Based on my numerous conversations with other attorneys, my research into attorneys' fees
17 and rates, and my experience, I believe that my quoted hourly rate is reasonable. In preparation for
18 this motion, I personally reviewed my hours by reviewing my time entries and comparing them to
19 my attorney notes, emails, and other documents in this case.

20
21 Except as to those matters made upon information and belief, I declare under penalty of
22 perjury under the laws of the State of California that the foregoing is true and correct.

23 Executed on 9th day of October 2021 at Pacific Palisades, California.

24
25 *Amir Mostafavi*

26 By: _____

27 AMIR MOSTAFAVI, Declarant