

Alex Asil Mashiri, Esq. (SBN 283798)
alex@mashirilawfirm.com
MASHIRI LAW FIRM
A Professional Corporation
11251 Rancho Carmel Drive #500694
San Diego, CA 92150
Tel: (858) 348-4938
Fax: (858) 348-4939

Tamim Jami, Esq. (SBN 311351)
tamim@jamilaw.com
THE JAMI LAW FIRM P.C.
3525 Del Mar Heights Rd #941
San Diego, CA 92130
Tel: (858) 284-0248
Fax: (858) 284-0977

Attorneys for Plaintiffs
ANA ABUNDIS and ANA DELGADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

ANA ABUNDIS, ANA DELGADO, both
individuals, for the real party in interest, the
State of California

Plaintiffs,

v.

SILK SCREEN SHIRTS, INC.; and DOES 1
through 50,

Defendants.

Case No. 37-2020-00029744-CU-OE-NC

Judge: Hon. Cynthia A. Freeland
Dept.: N-27

**DECLARATION OF TAMIM JAMI IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
EX PARTE NOTICE AND EX PARTE
APPLICATION FOR APPROVAL OF
PAGA SETTLEMENT**

Judge: Hon. Cynthia A. Freeland
Dept.: N-27

Date: May 27, 2021

Time: 8:30 a.m.

*Hearing Held Telephonically Due to COVID-19

DECLARATION OF TAMIM JAMI

I, Tamim Jami, declare and state as follows:

1. I am an attorney duly licensed to practice law before all of the courts of the State of California.

2. My co-counsel, Mr. Alex Asil Mashiri and I, represent Plaintiffs Ana Abundis and Ana Delgado ("Plaintiffs") in the above referenced PAGA case which was filed against Defendant Silk Screen Shirts, Inc.

3. I am familiar with the facts and proceedings of this case and if called as a witness, I could and would competently testify to the following facts on my own personal knowledge.

4. This declaration is submitted in support of PLAINTIFFS' UNOPPOSED EX PARTE NOTICE AND EX PARTE APPLICATION FOR APPROVAL OF PAGA SETTLEMENT.

5. I was sworn in to practice in the State of California on December 1, 2016, and received my Juris Doctor, Cum Laude, from the University of San Diego School of Law where I received a Dean's Scholarship.

6. During law school, I externed as a clerk for Judge Dana M. Sabraw at the United States District Court for the Southern District of California and I was a law clerk and patent agent at Sheppard, Mullin, Richter & Hampton LLP in San Diego, California.

7. I am also a United States Patent Attorney licensed and registered to practice before the United States Patent and Trademark Office (Reg. No. 74,759).

8. Since becoming an attorney, I have advocated for the fair and equal treatment of numerous employees and consumers alike, and towards this end have filed and litigated a number of civil cases both in federal and state court, including class action and representative cases, on behalf of both employees and consumers in the area of consumer law, including, but not limited to, the areas of Wage and Hour, Consumer Protection, Identity Theft, Unfair Business Practices, and the Private Attorneys General Act.

9. I have personally represented thousands of clients in several class and representative actions (Private Attorneys General Act) prosecuting wage and hour claims as well as

1 consumer claims. In five of those cases, I was able to secure class certification and final approval.
2 (See *Haji v. be.group*, San Diego Superior Court Case No. 37-2017-00025918-CU-OE-CTL;
3 *Gamberg v. Five Guys Operations LLC*, San Diego Superior Court Case No. 37-2017-00040515-
4 CU-OE-CTL; *Lizarraga v. Europa Auto Imports Inc.*, San Diego Superior Court Case No. 37-
5 2018-00058131-CU-OE-CTL; *Ortiz v. Caraustar Industries, Inc.*, San Bernardino Superior Court
6 Case No. CIV-DS1910308; *Campbell v. Fortunebuilders Inc.*, San Diego Superior Court Case No.
7 37-2019-00035583-CU-OE-CTL.

8 10. Additionally, I was appointed class counsel in federal court on a contested motion
9 for class certification. (See *Magallon v. Vital Recovery Services, LLC*. (S.D.Cal. Mar.15, 2018)
10 2018 WL 1336291, Case No. 16-CV-02971-JAH-BLM.) The United States District Court for the
11 Southern District of California in *Magallon* recently granted final approval of the class action
12 settlement.

13 11. Prior to obtaining my legal education, I received my Bachelor of Science in
14 Engineering, with distinctions, from San Diego State University.

15 12. In pursuing my Engineering degree, I took numerous courses in Microsoft Excel
16 and used Microsoft Excel in conjunction with arithmetic as a routine part of my curricula. I have
17 continued using Microsoft Excel in my legal practice to analyze wage and hour records and
18 compile data. As a result, I am proficient in using Microsoft Excel functions to organize, compile,
19 and ascertain data, statistics, and systemic patterns.

20 13. My hourly rate in employment cases, including this case, is \$425.00. My rate of
21 \$400.00 per hour was approved over a year ago *Lizarraga v. Europa Auto Imports Inc.*, San Diego
22 Superior Court Case No. 37-2018-00058131-CU-OE-CTL; *Ortiz v. Caraustar Industries, Inc.*, San
23 Bernardino Superior Court Case No. CIV-DS1910308; *Campbell v. Fortunebuilders Inc.*, San
24 Diego Superior Court Case No. 37-2019-00035583-CU-OE-CTL. The rates charged by
25 knowledgeable and experienced attorneys in the field of employment law in San Diego County,
26 generally range from approximately \$400 per hour at the low end of the scale to approximately
27 \$895 per hour at the high end of the scale for an attorney of my skill and experience. My hourly
28 rate of \$425.00 is at the low end of the prevailing hourly rates and consistent with noted sources,

1 such as the Westlaw Court Express' Legal Billing Report, Volume 17, Number 3, California
2 Region for Dec. 2015, indicating that the law firms' ordinary hourly rates for attorneys with 4 to 9
3 years' experience are anywhere between \$390 to \$825. A true and correct copy of the Report is
4 attached to Mr. Mashiri's declaration as **Exhibit 1**. My rate is also lower than the 2020-2021
5 Laffey Matrix, which indicates an hourly rate of \$465 for attorneys with 4 to 7 years' of
6 experience. A true and correct copy of the Laffey Matrix is attached to Mr. Mashiri's declaration as
7 **Exhibit 2**. Since most plaintiffs cannot pay for my services on an hourly basis, I represent
8 virtually all of my wage and hour employment clients (plaintiffs) on a contingency fee basis.
9 Pursuant to this arrangement, I am not compensated for my time unless and until I prevail at trial or
10 successfully settle my client's case. Because I am taking the risk that I will not be reimbursed for
11 my time and expenses incurred unless my client settles or wins his or her case, I generally cannot
12 afford to represent clients for less than my hourly rate.

13 14. I spent in excess of 75 hours on this case which includes, but is not limited to,
14 assisting Mr. Mashiri in drafting the PAGA notice to the LWDA, preparing and reviewing the
15 pleadings, reviewing and analyzing each plaintiff's payroll records and employment file, reviewing
16 and assisting in analyzing the payroll records for the sample employees, meetings and conference
17 calls with co-counsel regarding the factual and legal issues in this case, email exchanges with
18 defense counsel, conducting legal research as to the claims in dispute, assisting in drafting (but not
19 serving) written discovery, drafting the settlement brief, engaging in settlement communications
20 with co-counsel, drafting, revising and reviewing the PAGA settlement agreement, assisting Mr.
21 Mashiri in drafting Plaintiffs' ex parte application for PAGA settlement approval and all supporting
22 documents, among other tasks. The time I spent on this case was necessary—separate and apart—
23 from the time Mr. Mashiri spent on this case.

24 15. I, together with Mr. Mashiri, undertook the representation of Plaintiffs in this
25 litigation at great financial risk, because I believed that Plaintiffs, and other aggrieved employees,
26 had been wronged and their rights under the wage and hour laws of this state had been violated.

27 16. I assisted Mr. Mashiri in drafting the statutorily required notice, that Mr. Mashiri's
28 office sent the PAGA Notice to the California Labor and Workforce Development Agency

1 (“LWDA”) and Defendant. Prior to drafting the PAGA Notice, I met and conferred with Plaintiffs
2 regarding their Labor Code claims and grievances.

3 17. Prior to Mr. Mashiri sending the PAGA Notice, my office requested Plaintiffs’
4 employment/personnel file from Defendant. In response, Defendant produced records including,
5 among other things, wage statements and time records for Plaintiffs. Mr. Mashiri and I, reviewed
6 these documents and conducted a detailed analysis of Plaintiffs’ wage and hour claims. My office
7 also conducted legal research on the various potential legal issues.

8 18. On August 21, 2020, Plaintiffs filed their complaint under the PAGA in this matter.
9 The complaint asserts a claim for civil penalties for violation of Labor Codes sections 201, 202,
10 203, 204, 206.5, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 246, 432.5, 510, and 2699 et seq.

11 19. Between October 2020 and November 2020, Mr. Mashiri communicated with
12 defense counsel both via email and telephone about the claims in this case. The parties ultimately
13 decided to engage in good faith settlement discussions amongst ourselves for the sole purpose of
14 short-circuiting protracted litigation, and incurring any additional fees and costs.

15 20. As a result, Mr. Mashiri requested, and defense counsel agreed, to provide
16 Plaintiffs with a sampling of data—payroll records and timesheets—for 10% of the allegedly
17 aggrieved employees. These payroll records were subsequently produced by way of PDF
18 documents, consisting of hundreds of documents, which I had to manually analyze and audit. I
19 analyzed the 10% sample in detail and created multiple Excel Workbooks outlining the nature of
20 the claims, occurrences, and civil penalties.

21 21. Based on the sampling, Mr. Mashiri and I were able to evaluate the case, prepare
22 risk assessment and litigation cost estimates. After analyzing the 10%, I drafted a detailed
23 settlement brief. During Mr. Mashiri’s discussions with defense counsel, we were made aware that,
24 due to COVID-19, Defendant’s financial viability was uncertain, as COVID-19 caused an
25 economic crisis which significantly affected Defendant’s business.

26 22. Defense counsel and Mr. Mashiri, engaged in numerous rounds of settlement
27 discussions spanning the course of three months. Ultimately the Parties agreed to settle this matter
28 for \$106,000.00. However, due to Defendant’s financial viability, it agreed to pay the \$106,000.00

1 in six monthly installments.

2 23. The Parties subsequently entered into a long-form settlement agreement
3 (“Settlement Agreement”) outlining the terms of the Parties’ agreement.

4 24. The gross settlement amount is \$106,000.00. The proposed PAGA civil penalties
5 are \$58,200.05, of which 75% (or \$43,650.04,) will be paid to the LWDA and the remaining 25%
6 (or \$14,550.01,) will be allocated to the approximately 110 PAGA Represented Employees. (*Id.*)
7 Of the remaining balance, Plaintiffs plan to allocate \$1,299.95 towards litigation costs incurred in
8 this case, and \$1,500.00 towards the Settlement Administrator’s costs. Plaintiffs plan to allocate the
9 remaining amount of \$45,000.00 towards Plaintiffs’ attorneys’ fees incurred as a result of is PAGA
10 lawsuit. In addition to the proposed monetary settlement, defense counsel told us that Defendant
11 has already taken affirmative steps to both cure and avoid any of the alleged violations.

12 25. Based on my professional experience in handling wage and hour PAGA
13 representative and class action matters, find the proposed PAGA settlement to be fair, reasonable,
14 and adequate.

15 26. I have incurred the following costs:

16	Complaint	\$444.95
17	Ex Parte Filing and Courtesy Copy costs	\$150.00
18	Investigator Fee (Ana Abundis)	\$100.00
19	Investigator Fee (Ana Delgado)	\$100.00
20	File Set Up Fee & Materials	\$75.00
21	Certified Mail & Postage	\$15.00
22	Estimated Copying costs	\$60.00
23	Total Costs:	\$944.95

24 27. My office charges an initial set up fee of \$75.00 for every case we sign up.

25 28. The costs spent for copies and mailing is approximately \$60.00. My office printed
26 approximately 600 pages at \$.10 per page. The pages we printed included but was not limited to:
27 Plaintiffs’ employment records, payroll records, settlement briefs and supporting exhibits and
28 records, settlement agreements and supporting exhibits, and ex parte application for PAGA
settlement approval.

29. The requested amount for costs is conservative as I incurred additional costs—for which I am not seeking reimbursement—for things like travel expenses and telephone/facsimile expenses.

30. In sum, my office incurred \$944.95 in costs and Mr. Mashiri's office incurred \$355.00 in costs. The total cost incurred in this case are \$1,299.95. The costs incurred are ordinary and necessary.

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

Executed on May 17, 2021 at San Diego, California.


TAMIM JAMI, DECLARANT