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ARTURO VAZQUEZ HERNANDEZ

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

ARTURO VAZQUEZ HERNANDEZ, an
individual, for the real party in interest, the State
of California

Plaintiff,

v.

EAGLE PAVING COMPANY, INC.; and
DOES 1 through 50,

Defendants.

Case No. 37-2021-00003255-CU-OE-CTL

Judge: Hon. James A Mangione
Dept.: C-75

**DECLARATION OF TAMIM JAMI IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
NOTICE OF MOTION AND MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Judge: Hon. James A Mangione
Dept.: C-75
Date: January 14, 2022
Time: 9:00 a.m.

DECLARATION OF TAMIM JAMI

I, Tamim Jami, declare and state as follows:

1. I am counsel of record in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. My co-counsel, Mr. Alex Asil Mashiri, and I, represent Plaintiff Arturo Vazquez Hernandez (“Plaintiff”) in the above referenced case which was filed against Defendant Eagle Paving Company, Inc. (“Defendant”).

3. This declaration is submitted in support of PLAINTIFF’S UNOPPOSED NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT.

4. 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.

5. 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.

6. 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).

7. 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.

8. 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 consumer claims. In five of those cases, I was able to secure class certification and final approval. (See *Haji v. be.group*, San Diego Superior Court Case No. 37-2017-00025918-CU-OE-CTL;

1 *Gamberg v. Five Guys Operations LLC*, San Diego Superior Court Case No. 37-2017-00040515-
2 CU-OE-CTL; *Lizarraga v. Europa Auto Imports Inc.*, San Diego Superior Court Case No. 37-2018-
3 00058131-CU-OE-CTL; *Ortiz v. Caraustar Industries, Inc.*, San Bernardino Superior Court Case
4 No. CIV-DS1910308; *Campbell v. Fortunebuilders Inc.*, San Diego Superior Court Case No. 37-
5 2019-00035583-CU-OE-CTL.

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

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

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

18 12. My hourly rate in employment cases, including this case, is \$425.00. My rate of
19 \$425.00 per hour was approved earlier this year in *White v. Wal-Mart Inc.*, San Diego Superior
20 Court Case No. 37-2018-00059628-CU-OE-CTL. The rates charged by knowledgeable and
21 experienced attorneys in the field of employment law in San Diego County, generally range from
22 approximately \$400 per hour at the low end of the scale to approximately \$895 per hour at the high
23 end of the scale for an attorney of my skill and experience. My hourly rate of \$425.00 is at the low
24 end of the prevailing hourly rates and consistent with noted sources, such as the Westlaw Court
25 Express' Legal Billing Report, Volume 17, Number 3, California Region for Dec. 2015, indicating
26 that the law firms' ordinary hourly rates for attorneys with 4 to 9 years' experience are anywhere
27 between \$390 to \$825. A true and correct copy of the Report is attached to Mr. Mashiri's
28 declaration as **Exhibit 1**. My rate is also lower than the 2020-2021 Laffey Matrix, which indicates

1 an hourly rate of \$465 for attorneys with 4 to 7 years' of experience. A true and correct copy of the
2 Laffey Matrix is attached to Mr. Mashiri's declaration as **Exhibit 2**. Since most plaintiffs cannot
3 pay for my services on an hourly basis, I represent virtually all of my wage and hour employment
4 clients (plaintiffs) on a contingency fee basis. Pursuant to this arrangement, I am not compensated
5 for my time unless and until I prevail at trial or successfully settle my client's case. Because I am
6 taking the risk that I will not be reimbursed for my time and expenses incurred unless my client
7 settles or wins his or her case, I generally cannot afford to represent clients for less than my hourly
8 rate.

9 13. I, together with Mr. Mashiri, undertook the representation of Plaintiff in this
10 litigation at great financial risk, because I believed that Plaintiff, and other aggrieved employees,
11 had been wronged and their rights under the wage and hour laws of this state had been violated.

12 14. I spent in excess of 180 hours on this case, which includes, but is not limited to,
13 client intake, preparing and requesting Plaintiff's employment records, reviewing and analyzing
14 each plaintiff's payroll records and employment file, drafting the PAGA notice to the LWDA,
15 preparing and reviewing the pleadings, meetings and conference calls with my co-counsel Mr.
16 Mashiri regarding the factual and legal issues in this case, email exchanges and conference calls
17 with defense counsel, conducting legal research as to the claims in dispute, assisting in drafting (but
18 not serving) written discovery, drafting the brief for the informal discovery conference, preparing
19 for and attending mediation including drafting the mediation brief, assisting in revising and
20 reviewing the PAGA settlement agreement, assisting Mr. Mashiri in drafting Plaintiff's motion for
21 PAGA settlement approval and all supporting documents, among other tasks. The time I spent on
22 this case was necessary—separate and apart—from the time Mr. Mashiri spent on this case.

23 15. On November 18, 2020, after drafting the statutorily required notice, my office sent
24 the PAGA Notice to the California Labor and Workforce Development Agency ("LWDA") and
25 Defendant, declaring Plaintiff's intent to proceed with the enumerated Labor Code claims on behalf
26 of himself and all other aggrieved employees against Defendant.

27 16. Defendant is a paving contractor based in San Diego, California. Plaintiff is an ex-
28 employee who worked for Defendant from October of 2019 to November of 2020.

1 17. My office requested Plaintiff's employment/personnel file from Defendant. In
2 response, Defendant produced records including, among other things, wage statements and time
3 records for Plaintiff. Mr. Mashiri and I, reviewed these documents and conducted a detailed
4 analysis of Plaintiff's wage and hour claims.

5 18. On January 22, 2021, after my office drafted the complaint, Plaintiff filed his
6 complaint under the PAGA in this matter. The complaint alleged representative claims for civil
7 penalties under the PAGA for civil penalties under the PAGA for (1) violation of Labor Code
8 sections 1720 et seq., 1771, 1774, 1776, 1815; (2) violation of Labor Code sections 510 and 1194;
9 (3) violation of Labor Code section 226(a)(1); (4) violation of Labor Code section 226(a)(5); (5)
10 violation of Labor Code section 226(a)(2); (6) violation of Labor Code section 226(a)(9); (7)
11 violation of Labor Code section 226(a); (8) violation of Labor Code sections 512, 226.7 and the
12 IWC Wage Order; (9) violation of Labor Code section 226.7 and the IWC Wage Order; (10)
13 violation of Labor Code section 246; (11) violation of Labor Code sections 233 and 234; (12)
14 violation of Labor Code section 227.3; (13) violation of Labor Code section 204; (14) violation of
15 Labor Code sections 201, 202, and 203; and (15) violation of Labor Code sections 226(b), 1198.5,
16 and 432.

17 19. After service of the complaint, my office engaged in several discussions with
18 defense counsel regarding the claims in this case. The Parties ultimately agreed to attend a
19 mediation. The Parties filed a stipulated protective order with the Court and Defendant agreed to
20 produce a sample of payroll records which consist of 21 randomly-selected employees (which make
21 up a 20% representative sample based on the 104-total population of employees employed during
22 the PAGA period) ("Sample Set") prior to mediation.

23 20. On September 24, 2021, the Parties attended a full day mediation with Mr. Tripper
24 Ortman, Esq., a well-regarded mediator of complex class and representative wage and hour actions.

25 21. The Parties were able to resolve this matter with the assistance of Mr. Ortman and
26 ultimately reached a proposed settlement in the gross amount of \$325,000.00.

1 22. Prior to negotiating a settlement at the mediation, Plaintiff's counsel conducted a
2 thorough investigation into the facts and claims in this case and conducted extensive legal research
3 as to the claims and applicable laws. I had several discussions with defense counsel regarding the
4 claims alleged in this case.

5 23. Additionally, prior to mediation, Defendant provided a Sample Set of
6 approximately 21 randomly selected employees who have worked for Defendant. I personally
7 analyzed the sample of approximately 56 randomly selected employees. These records were
8 produced by way of PDF documents, consisting of thousands of documents which I had to
9 manually analyze and audit in detail due to the esoteric nature of the claims. Using the information
10 in the PDF documents, I created an Excel spreadsheet outlining the systemic violations, resulting
11 claims, and civil penalty exposure in preparation of the Parties' September 24, 2021 mediation. Mr.
12 Mashiri and I, also provided a detailed mediation brief to Mr. Ortman's office.

13 24. The parties subsequently entered into a long-form settlement agreement
14 ("Settlement Agreement") outlining the terms of the parties' agreement. A copy of the settlement
15 agreement was provided to the LWDA on November 9, 2021.

16 25. The proposed gross settlement amount is \$325,000.00. The proposed PAGA civil
17 penalties are \$204,644.10 of which 75% (or \$153,483.07) will be paid to the LWDA and the
18 remaining 25% (or \$51,161.03) will be allocated to the approximately 110 PAGA Represented
19 Employees. Of the remaining balance, \$10,130.90 will be allocated towards litigation costs
20 incurred in this case, \$2,000 will be allocated towards the Settlement Administrator's costs, and the
21 remaining amount of \$108,225 will be allocated towards Plaintiff's attorneys' fees incurred as a
22 result of the PAGA lawsuit.

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

27 27. I have incurred the following costs:
28

1	Complaint	\$447.00
2	Mediation Fee	\$9,000.00
3	Motion Filing and Courtesy Copy costs	\$200.00
4	CMC Filing Fee	\$12.00
5	Investigator Fee	\$100.00
6	File Set Up Fee & Materials	\$75.00
7	LWDA Filing Fee	\$75.00
8	Certified Mail & Postage	\$4.10
9	Copy and Printing	\$50.00
10	Total Costs:	\$9,963.10

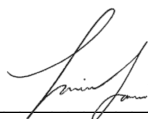
28. My office charges an initial set up fee of \$75.00 for every case we sign up.

29. The costs spent for copies and printing is approximately \$50.00. My office printed approximately 500 pages at \$.10 per page. The pages we printed included but were not limited to: Plaintiff's employment records, payroll records, settlement briefs and supporting exhibits and records, settlement agreements and supporting exhibits, and Motion for PAGA settlement approval.

30. The Parties' settlement agreement provides that we may recover costs expended on this case. My office incurred \$9,963.10 in costs and Mr. Mashiri's office incurred \$167.80 in costs. The total cost incurred in this case are \$10,130.90. 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 12/18/2021 at San Diego, California.


TAMIM JAMI, DECLARANT