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Attorneys for Plaintiffs CHRISTIAN DECENA,
HAIRON MARTINEZ, MIGUEL RIOS, and
RIGOBERTO GODOY, and all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CHRISTIAN DECENA, an Individual,
HAIRON MARTINEZ, an Individual, an
Individual; MIGUEL RIOS, an Individual;
RIGOBERTO GODOY, an Individual;
Individually, and on Behalf of All Similarly
Situated Individuals,

Plaintiffs,

v.

ALLEGIANT FINAL MILE INC., A Florida
corporation; DIVERSE LOGISTICS &
DISTRIBUTION, INC., a Florida
corporation; MATTRESS FIRM, INC., a
Delaware corporation; and DOES 1 through
25, Inclusive,

Defendants.

Case No: 4:23-cv-03633-YGR

[The Honorable Yvonne Gonzalez Rogers]

CLASS ACTION

**DECLARATION OF RIGOBERTO
GODOY IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

[CONCURRENTLY FILED WITH MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; SUPPORTING
DECLARATIONS; [PROPOSED] ORDER]

Date: March 25, 2025

Time: 2:00 p.m.

Courtroom: 1 (4th Floor), Oakland Courthouse

DECLARATION OF RIGOBERTO GODOY

I, Rigoberto Godoy, declare as follows:

1. All matters contained herein are within my personal knowledge and belief, and, if called and sworn, I can and will testify competently thereto. I was not promised any benefit nor induced to provide this declaration in any way. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

2. I worked as a contract carrier and driver, delivering furniture for Allegiant Final Mile, Inc. ("Allegiant") and Mattress Firm, Inc. ("MFI"), from the Mattress Firm warehouse located in Livermore, California. I worked there from approximately 2020-2023. When I first came forward to file this case against Allegiant and MFI, I was worried about it. I did not know what to expect. Having brought this case, I worried about being stigmatized for bringing a lawsuit against the company I had worked for since I was in the industry. This lawsuit has made me realize how often this type of unlawful activity is overlooked because of workers' lack of awareness about the law and fear of losing their jobs.

3. Before the case was filed I met with and spoke with attorney Michael H. Boyamian to discuss my employment at Allegiant and MFI. I explained in detail about the duties I and others had as drivers and helpers as well as the control over the work schedule that Allegiant and MFI had over my employment.

4. Specifically, we went over Allegiant and MFI's policies and practices of when I had to report to work, how long I was scheduled to work for, and the expectations of my work. I informed Mr. Boyamian that Allegiant and MFI's managers required me to be trained on how to conduct myself in making the deliveries specifically on how to present and introduce myself as part of the Mattress Firm delivery team. I informed him that in order to make the deliveries, I was required to wear a shirt, a cap and a jacket which had the name Mattress Firm on it. I received the shirt, cap and jacket from Mattress Firm at that time.

5. With regard to my hours worked, I told Mr. Boyamian that from the time I first started working delivering Mattress Firm merchandise from its warehouse, I had to be there very early in the morning. I went through my entire day with Mr. Boyamian initially, and other lawyers working with

1 him at later dates to explain in detail my daily routine. I explained to all of them that our very first
2 work was making sure the truck was ready to accept new merchandise to prepare for the deliveries of
3 that day. After we prepared my truck, we started to load the goods that we would be delivering that
4 day. I explained to them that during my time as a Driver, I generally worked 13-14 hour days doing
5 these deliveries, six days a week. For all this work, I was only ever paid a flat rate and was not paid as
6 an employee by either Allegiant or MFI.

7 6. I also explained to Mr. Boyamian that I was not provided with meal and rest breaks by
8 either Allegiant or MFI. In many meetings, Allegiant and MFI supervisors who worked at the
9 warehouse, who were in charge of everyone else, told us we had to be sure to get each customer's
10 order delivered on time. As a result, we were always rushing to finish one delivery and getting to the
11 next customer. The closest I got to a meal break was for me to eat something as we drove to a
12 customer's home. I was rarely, if ever, able to have a thirty-minute uninterrupted break due to the
13 press of work.

14 7. Even though we generally worked more than 12 hours a day, I never got a rest break.
15 Throughout the day, my time was consumed with either delivering Mattress Firm merchandise, or
16 removing whatever the customer wanted and putting it in the truck, or driving to the next customer's
17 home. The goods we often delivered for customers were typically mattresses that required removing
18 the old mattress, unpacking the new mattress, and placing it in the customer's home. This was not like
19 Amazon dropping off a package at the front door and leaving. The size and weight of the mattresses
20 meant that we had to spend some time at the customer's home figuring out how to remove the old
21 mattress, which entry way we could take it out from and bring in the new mattress, place the new
22 mattress, take pictures of what we were doing, and moving slowly the entire time to avoid causing
23 damage to the customer's home as we moved around these bulky mattresses. Because of the constant
24 pressure to finish deliveries as fast as possible and because me and my helper often had to spend a lot
25 of time at a customer's home, at no time could I simply take 10 minutes off to do whatever I wanted.

26 8. I never received a paystub or an earnings statement for the pay that I received for work
27 at Allegiant and MFI. Instead, it was always done through the contract carrier entity, even though it
28 was always Allegiant and MFI telling me what to do for my job, telling me when I would be working,

1 and all the other things an employer normally does. I came to Mr. Boyamian because I felt that
2 Allegiant and MFI were taking advantage of us and violating the law by paying us so little for the work
3 we were doing for them, acting as if we were a separate company when they treated us no differently
4 than an employee would expect to be treated in any normal workplace.

5 9. I agreed to serve as a class representative in order to try and obtain unpaid wages not
6 only for myself, but also for my fellow drivers, helpers, and contract carriers who, like me, had not
7 been paid for all hours of their work. Since my initial interview with Mr. Boyamian, I have helped my
8 attorneys as much as I could by providing them with all the information I had and being responsive to
9 their questions and requests. In addition, I have been contacted by numerous drivers and helpers,
10 providing as much information as possible about the suit, especially as my name comes first on the
11 caption and many of my fellow drivers and helpers associate the suit specifically with me because of
12 this.

13 10. From the beginning of the case, my attorneys informed me about what it meant to be a
14 class representative. I understood that I was expected to represent and even champion the other drivers,
15 helpers, and contract carriers' interests, placing their interests ahead of my own. I understood that the
16 way Allegiant and MFI failed to pay me was the same as the way that Allegiant and MFI failed to pay
17 all other drivers, helpers, and contract carriers who had worked for them.

18 11. I agreed to try and become a class representative because it was important to me that my
19 fellow drivers, helpers, and contract carriers get paid for all the hours they worked. It is very important
20 to me that everyone be treated fairly and paid for all hours worked, not just myself. My attorneys
21 explained to me in great detail the risks, responsibilities and duties of being a class representative. As
22 the class representative, I understood it was my responsibility to actively participate in the lawsuit to
23 safeguard the interests of the other drivers, helpers, and contract carriers. I did so to the best of my
24 ability.

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1 12. I have spent a substantial amount of time and energy contributing to the investigation,
2 prosecution, and settlement of this case. I have spent between 30 and 40 hours total on the following
3 tasks:

4 a. Being interviewed in detail by my counsel regarding working conditions at Mattress
5 Firm's Livermore warehouse, and particularly the nature and extent of my and the other drivers,
6 helpers, and contract carriers' working experiences;

7 b. Searching for and gathering every relevant document in my possession and providing
8 them to my counsel;

9 c. Speaking with and informing my counsel of the identities of potential witnesses and
10 class members;

11 d. Speaking with class members and explaining them the nature of the suit, how they
12 could get more information from my attorneys, and what they could do to help pursue this action;

13 e. Regularly receiving and responding to e-mails and phone calls from my counsel;

14 f. Receiving the Class and Representative PAGA Action Settlement Agreement, and
15 discussing them with my attorneys.

16 13. Throughout this case I have talked to my lawyers frequently, and stayed in even closer
17 contact when dealing with specific issues like mediation. My attorneys often had questions for me
18 about Allegiant and MFI and about my work experience during their investigation of the case. I made
19 sure that I promptly responded to their requests. I also had conversations with my attorneys over the
20 phone. I would speak with my attorneys as they learned new facts which they felt necessary for me to
21 know, and to help them further understand these facts.

22 14. Because of the public nature of this case, I expect that wherever I work my employer
23 and immediate supervisors will have heard of my involvement in this case. For example, if any future
24 prospective employers enter the search query "Rigoberto Godoy Mattress Firm" or "Rigoberto Godoy
25 Allegiant" into google.com, several of the results displayed on the first page are references to this
26 litigation. This guarantees that any prospective employer doing a cursory internet search on me and my
27 employment history will learn of my role in this litigation. Although they are not supposed to retaliate
28 against me, I think the reality is that I will experience a certain stigma for years to come.

1 15. I have not entered into any undisclosed agreements nor have I received any undisclosed
2 compensation in this case. The only agreement I have reached with Allegiant and MFI with regard to
3 this lawsuit is the Settlement Agreement itself, and included general release I am providing to the two
4 companies. I understand that through the general release, I gave up rights above and beyond what the
5 average class member has been asked to release in order to participate in this settlement. In particular,
6 I understand that through the general release, I have waived my rights against Allegiant and MFI even
7 for possible claims that I do not yet know about.

8 16. In addition, I do not have, nor have I ever had, any relationship beyond that of attorney-
9 client with the attorneys representing me in this lawsuit. I do not have, nor have I ever had, a business,
10 familial, social, or other relationship with any of the lawyers or law firms who are presently
11 representing me, or have formerly represented me, in this litigation. The only compensation I expect
12 and hope to receive is my share of the settlement fund as a Class Member, plus whatever amount the
13 Court decides is an appropriate service award for the work I did and the great risks I took on behalf of
14 my fellow drivers and helpers.

15 I declare under penalty of perjury that under the laws of the State of California and the United
16 States of America that the foregoing is true and correct.

17 Executed on January 24, 2025, in San Lorenzo, California.

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20 Rigoberto Godoy
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