

MICHAEL H. BOYAMIAN, SBN 256107
michael@boyamianlaw.com

ARMAND R. KIZIRIAN, SBN 293992
armand@boyamianlaw.com

BOYAMIAN LAW, INC.

550 North Brand Boulevard, Suite 1500
Glendale, California 91203

Telephone: (818) 547-5300

Facsimile: (818) 547-5678

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 HAIRON
MARTINEZ 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 18, 2025

Time: 2:00 p.m.

Courtroom: 1 (4th Floor), Oakland Courthouse

DECLARATION OF HAIRON MARTINEZ

I, Hairon Martinez, 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 to 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 feared 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 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 discussed 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 informed 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 him at later dates to explain in detail my daily routine. I explained to all of them that our very

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

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

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

25 8. I never received a paystub or an earnings statement for the pay that I received for work
26 at Allegiant and MFI. Instead, it was always done through the contract carrier entity, even though it
27 was always Allegiant and MFI telling me what to do for my job, telling me when I would be working,
28 and all the other things an employer normally does. I came to Mr. Boyamian because I felt that

1 Allegiant and MFI were taking advantage of us and violating the law by paying us so little for the work
2 we were doing for them, acting as if we were a separate company when they treated us no differently
3 than an employee would expect to be treated in any normal workplace.

4 9. I agreed to serve as a class representative in order to try and obtain unpaid wages not
5 only for myself, but also for my fellow drivers, helpers, and contract carriers who, like me, had not
6 been paid for all hours of their work. Since my initial interview with Mr. Boyamian, I have helped my
7 attorneys as much as I could by providing them with all the information I had, and being responsive to
8 their questions and requests.

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

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

21 12. I have spent a substantial amount of time and energy contributing to the investigation,
22 prosecution, and settlement of this case. I have spent over 30 hours total on the following tasks:

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

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

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

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

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

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

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

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

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

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

Executed on January 7, 2025, in Stockton, California.

hairon martinez calles

Hairon Martinez