

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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DECENA, HAIRON MARTINEZ,  
MIGUEL RIOS, and RIGOBERTO  
GODOY, and all others similarly situated

[Other Attorneys on the Following Page]

**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. 23-CV-03633-YGR

[Assigned for All Purposes to the  
Honorable Yvonne Gonzalez Rogers]

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

FAC Filed: June 6, 2023  
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Trial Date: None

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8 ALLEGIANT FINAL MILE, LLC (erroneously sued herein as Allegiant Final Mile,  
Inc.) and DIVERSE LOGISTICS & DISTRIBUTION, LLC (erroneously sued herein  
9 as Diverse Logistics & Distribution, Inc.)

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17 MATTRESS FIRM, INC.

Before the Court is Plaintiffs Christian Decena, Hiron Martinez, Miguel Rios, and Rigoberto Godoy (“Plaintiffs”) Unopposed Motion for Final Approval of Class Action and Representative PAGA Action Settlement and Entering Judgment (“Motion”), which seeks final Court approval of the parties’ Settlement of this action on the terms set forth in the Class and Representative PAGA Action Settlement Agreement (“Agreement”) between Plaintiffs and Defendants Allegiant Final Mile, LLC (“Allegiant”), Diverse Logistics & Distribution, LLC (“Diverse Logistics”), and Mattress Firm, Inc. (“Mattress Firm”) (collectively, “Defendants”). The Court has jurisdiction to consider the Motion and the relief requested therein, and venue is proper before the Court.

Having received and considered Plaintiffs’ Motion and all papers filed in support thereof, including the Agreement and the Exhibits thereto, and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement (Dkt. X), and the instant Motion for Order Granting Final Approval and Entering Judgment, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Pursuant to the Order Granting Plaintiffs’ Motion for Preliminary Approval of the Class Action and Representative PAGA Action Settlement, a Notice of Settlement was mailed to all Class Members and PAGA Group Members by first-class U.S. mail, in both English and Spanish on November 22, 2024. The Court finds that due and proper notice of the Settlement was provided to all Class Members, including notice of the right to object to the proposed Settlement, the right to opt out, the right to dispute his or her workweeks, the right to appear and be heard in person or by counsel at the Final Fairness and Approval Hearing, and the right to object to Plaintiffs’ application for attorneys’ fees and costs and for a service award. The Court finds that

the notice provided was the best means of providing notice to the Class Members under the circumstances. The Court further finds that it was due and sufficient notice of the Settlement and the Final Fairness and Approval Hearing to all persons affected by and/or entitled to participate in the Settlement or the Final Fairness and Approval Hearing, in full compliance with the requirements of due process and Federal Rule of Civil Procedure 23(c)(2)(B), (e)(1), and (h)(1). The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice of Class Action and Representative PAGA Action Settlement provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

2. The Court finds that no opposition or objection has been filed to the Motion or the Agreement by any Class Members and/or PAGA Group Members.

3. The Court finds that no Class Member or PAGA Group Member has disputed his or her workweeks for calculating their Individual Settlement Payment and/or PAGA Payment Share.

4. The Court finds that no Class Member has requested exclusion to opt out of the Settlement.

5. Solely for the purpose of settlement in accordance with the Agreement, the Court finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure and other laws applicable to preliminary settlement approval of class actions have been satisfied, and the Court hereby certifies, for settlement purposes only, the following class (the “Class”): (a) all individuals who provided services to Allegiant delivering Mattress Firm products as contract carrier owners, drivers and/or helpers in the State of California; and (b) all contract carrier owners who owned or controlled an entity that

1 contracted directly with Allegiant and provided delivery services delivering Mattress  
2 Firm products in the State of California, at any time from January 1, 2020 through  
3 October 10, 2024.

4 6. The Court finds, for purposes of settlement, that the requirements of Rule  
5 23(a) of the Federal Rules of Civil Procedure are satisfied for the Class: (1) the Class is  
6 sufficiently numerous that joinder of all members is impracticable; (2) there are  
7 questions of law or fact common to the Class; (3) the claims or defenses of Plaintiffs  
8 are typical of the claims or defenses of the Class Members; and (4) the named Plaintiffs  
9 have fairly and adequately protected the interests of the Class Members.

10 7. Pursuant to the Settlement Agreement, and for settlement purposes only,  
11 the Court further finds as to the Class that:

- 12 a. The Class is so numerous that joinder of all members is  
13 impracticable;
- 14 b. There are questions of law or fact common to the Class which  
15 predominate over the questions affecting only individual members;
- 16 c. The claims of the Representative Plaintiffs are typical of the claims  
17 of the Class that the Representative Plaintiffs seek to certify;
- 18 d. The Representative Plaintiffs, Plaintiffs Christian Decena, Hairon  
19 Martinez, Miguel Rios, and Rigoberto Godoy, will fairly and  
20 adequately protect the interests of the Class and are, therefore,  
21 appointed as the representatives of the Class; and
- 22 e. Class Counsel, Boyamian Law, Inc., will fairly and adequately  
23 protect the interests of the Class and is qualified to represent the  
24 class and is, therefore, appointed as attorneys for the Class for  
25 purposes of settlement; and

26 Certification of the Class is superior to other available methods for fair and  
27

1 efficient adjudication of the controversy.

2 8. The PAGA Group is defined as “(a) all individuals who provided services  
3 to Allegiant delivering Mattress Firm products as contract carrier owners, drivers and/or  
4 helpers in the State of California; and (b) all contract carrier owners who owned or  
5 controlled an entity that contracted directly with Allegiant and provided delivery  
6 services delivering Mattress Firm products in the State of California, at any time from  
7 March 31, 2022 through October 10, 2024”

8 9. The Court has considered the *In re Bluetooth Products Liability Litigation*,  
9 654 F.3d 935, 946 (9th Cir. 2011) (“*Bluetooth*”) factors. The Court finds that: (1) the  
10 settlement amount is fair and reasonable to the Class Members when balanced against  
11 the potential outcome of further litigation relating to class certification, liability and  
12 damages issues, and potential appeals; (2) the Parties conducted sufficient mediation  
13 discovery, investigation and research to enable them to reasonably evaluate the  
14 strengths, risks and merits for class certification, the underlying merits of the legal  
15 claims, and the range of potential damages; (3) settlement at this stage will avoid  
16 substantial costs, delay, and risks that would be presented by the further prosecution of  
17 the litigation; and (4) the proposed Settlement has been reached as the result of  
18 informed, serious, and non-collusive negotiations between the Parties.

19 10. The Settlement is not an admission by Defendants, nor is this Order a  
20 finding of the validity of any claims or allegations asserted in the Action or of any  
21 wrongdoing by Defendants. Furthermore, the Settlement is not a concession by  
22 Defendants or any of the other Released Parties and shall not be used as an admission  
23 of any fault, omission or wrongdoing by Defendants or any of the other Released  
24 Parties. Neither this Judgment, the Settlement nor any document referred to herein, nor  
25 any action taken to carry out the Settlement is, may be construed as, or may be used as,  
26 an admission by or against Defendants or any of the other Released Parties of any  
27

1 admission of fault, culpability, negligence, wrongdoing or liability whatsoever.

2 11. The Court finds that the Gross Settlement Amount, Net Class Settlement  
3 Amount, PAGA Fund, Net PAGA Settlement Amount, the methodology used to  
4 calculate and pay each Settlement Class Member's Individual Settlement Payment, and  
5 the methodology used to calculate and pay each PAGA Group Members' PAGA  
6 Payment Share, are fair and reasonable, and authorizes the Settlement Administrator to  
7 pay the Individual Settlement Payments to the Settlement Class Members and PAGA  
8 Payment Share to each PAGA Group Member, in accordance with the terms of the  
9 Agreement.

10 12. The Court confirms its previous appointment of Simpluris, Inc. as the  
11 Settlement Administrator.

12 13. The Court authorizes the Settlement Administrator to pay the Mediation  
13 Cost Credit in the amount of \$20,000 to Allegiant.

14 14. The Court finds that the Agreement meets all of the requirements for  
15 approval of a settlement under PAGA, including the notice of Settlement having been  
16 properly provided to the California Labor and Workforce Development Agency  
17 ("LWDA"). The Court finds that the LWDA has not objected to, and is deemed to have  
18 approved of the terms of the Agreement.

19 15. The Court finds and determines that the PAGA Fund to be paid to the  
20 LWDA and the PAGA Group Members, in the sum of \$30,000 is fair and reasonable.  
21 The Court hereby gives final approval and orders \$22,500 to be paid by the Settlement  
22 Administrator from the Gross Settlement Amount directly to the LWDA in accordance  
23 with the terms of the Agreement.

24 16. The Court finds and determines that the request by Class/PAGA Counsel  
25 for attorneys' fees pursuant to the Settlement are fair and reasonable. The Court awards  
26 Class/PAGA Counsel \$229,500 in attorneys' fees, which amounts to 25% of the  
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1 common fund created by the Settlement in accordance with the terms of the same.

2 17. The Court finds and determines that the request by Class/PAGA Counsel  
3 for reimbursement of litigation costs pursuant to the Settlement are fair and reasonable.  
4 The Court awards Class/PAGA Counsel \$19,468.90 in litigation costs, to be paid from  
5 the Settlement in accordance with the terms of the same.

6 18. The Court finds and determines that the request by Representative  
7 Plaintiffs for a service award of \$10,000 each is fair and reasonable given Plaintiffs'  
8 involvement in the case, their assistance to Class/PAGA Counsel, and the general  
9 release that is exclusively required of them as part of the terms of the Settlement. The  
10 Court therefore awards Plaintiffs a service award of \$10,000 each, to be paid from the  
11 Settlement in accordance with the terms of the same.

12 19. The Court finds and determines that the fees and expenses of Simpluris,  
13 Inc. in administering the Settlement, of \$17,270, are fair and reasonable. The Court  
14 hereby orders that the payment of \$17,270 be paid to Simpluris, Inc. in accordance with  
15 terms of the Settlement.

16 20. The Representative Plaintiffs and all Settlement Class Members are  
17 permanently barred and enjoined from prosecuting against Defendants, and the  
18 Released Parties, who are defined in Paragraph II(PP) of the Agreement on any of the  
19 Released Class Claims, defined in Paragraph II(NN) of the Agreement. The PAGA  
20 Group are permanently barred and enjoined from prosecuting against Defendants and  
21 the Released Parties on any of the Released PAGA Claims, defined in Paragraph II(OO)  
22 of the Agreement.

23 21. Without affecting the finality of this Order in any way, the Court retains  
24 jurisdiction of all matters relating to the administration, interpretation, implementation,  
25 effectuation and enforcement of the Settlement.

26 22. Nothing in this Order shall preclude any action to enforce the Parties'  
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obligations pursuant to the Agreement or pursuant to this Order, including the requirement that Defendants makes payments to Settlement Class Members in accordance with the Settlement.

23. The Court hereby enters final judgment in this case in accordance with the terms of the Agreement, Order Granting Preliminary Approval of Class Action Settlement, and this Order.

24. Class/PAGA Counsel shall submit a copy of the Final Order and Judgment to the LWDA within ten (10) days after entry of this Order and Judgment in accordance with California Labor Code section 2699(l)(3).

25. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Agreement and the Court's Order Granting Award of Attorneys' Fees, Costs, Service and Release Awards, and Settlement Administration Costs.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Yvonne Gonzalez Rogers  
United States District Judge