

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. 23-CV-03633-YGR

*[The Honorable Yvonne Gonzalez
Rogers]*

CLASS ACTION

**DECLARATION OF MICHAEL H.
BOYAMIAN IN SUPPORT OF
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS,
AND ENHANCEMENT AWARDS**

*[Filed Concurrently with Motion for
Attorneys' Fees, Costs, and Service
Award; [Proposed] Order]*

Date: March 25, 2025
Time: 2:00 p.m.
Crtrm: 1 (4th Floor) Oakland
Courthouse

DECLARATION OF MICHAEL H. BOYAMIAN

I, Michael H. Boyamian, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am an attorney at law and partner at Boyamian Law, Inc. I am a member in good standing of the State Bar of California. I am one of the attorneys of record in the instant litigation, and I make this declaration in support of Plaintiffs Christian Decena, Hairon Martinez, Miguel Rios, and Rigoberto Godoy (“Plaintiffs”) Motion for Final Approval and Motion for Attorneys’ Fees, Costs, and Class Representative Enhancements. All of the information set forth herein is based on my personal and firsthand knowledge and if called and sworn as a witness, I could and would competently testify thereto.

Legal Background and Experience in Class Action Lawsuits & Settlements

2. I am a 2007 graduate of Whittier Law School. While in Law School, I served as the President of the Armenian Law Students Society and was a member of the Moot Court Honors Board. I was admitted to the California State Bar and to the Supreme Court of the State of California in June of 2008. I am a member of various professional organizations, including the California Employment Lawyers Association (CELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Armenian Bar Association. I have been named as a Southern California Super Lawyer - Rising Star from 2015 through 2022 by Los Angeles Magazine.

3. Since my admission to the bar, I have been in continuous practice for over 15 years and have exclusively represented plaintiffs in labor and employment cases - both individual and in representative/class action matters – but primarily in wage and hour class and representative actions.

4. Since January 2013, I have been closely involved in a significant number of wage and hour and consumer class and representative matters. Many of these cases have resulted in substantial recoveries for employees and consumers across California. Examples of such recoveries include the following matters:

1 a. *Mendez v. R+L Carries, Inc.*, Case No. C 11-2478 CW (N.D. Cal., 2013),
2 wage and hour class action involving California truck drivers, which settled for
3 \$9,500,000;

4 b. *Meneses v. CVS Pharmacy, Inc.*, et al., Los Angeles Sup. Ct. (“L.A.S.C.”)
5 Case No. BC 489739 (2014), filed in Los Angeles County on behalf of pharmacists,
6 which settled for \$2,800,000;

7 c. *Stovall-Gusman v. W.W. Grainger, Inc.*, Case No. 13-cv-02540-HSG
8 (N.D. Cal. 2015), which settled for \$715,000.

9 d. *Cortes v Daley Foods*, L.A.S.C. Case No. BC496955 and *Gutierrez v.*
10 *Daley Foods*, Case No. BC524915 (Los Angeles County Superior Court, 2015), wage
11 and hour class action involving California Labor Code violations relating to restaurant
12 workers, settled for \$2.2 million.

13 e. *Fuentes, et al. v. Macy's West Stores, Inc.*, Case No. CV 14-00790-ODW
14 (FFMx) (C.D. Cal 2015) wage and hour class action involving misclassification of
15 independent contractors, which settled for \$4 million.

16 f. *Leos v. FedEx*, Case No. 14-02864-ODW-AGR (C.D. Cal. 2015), a class
17 action for unpaid wages pursuant to the Living Wage Ordinance, settled for \$385,000.

18 g. *Timothy J. Connell, et al, Klara Paksy, et al and Dale Bystrom, et al v.*
19 *CVS Pharmacy, Inc., et al.*, LASC Case Nos. BC523172, BC523491, BC525991
20 (2016) wage and hour class action involving Labor Code overtime violations on behalf
21 of pharmacists (\$7,461,600 settlement);

22 h. *Angil Sharobiem, et al v. CVS Pharmacy, Inc., et al.*, Case No. 2:13-cv-
23 09426-GHK-FFM (C.D. Cal. 2016) wage and hour class action involving Labor Code
24 overtime violations on behalf of pharmacists (\$2,937,600 settlement);

25 i. *Rimanpreet Uppal v. CVS Pharmacy, Inc.*, et al., Case No. 3:14-cv-
26 02629-VC (N.D. Cal. 2016) wage and hour class action involving Labor Code
27 overtime violations on behalf of pharmacists (\$2,350,800 settlement);
28

1 j. *Ian H. Stark, et al. v. CVS Pharmacy, Inc., et al.*, LASC Case Nos.
2 BC476431, BC489738, BC501118, BC502723, BC526977, BC570812 (2016) wage
3 and hour class action involving Labor Code travel time violations on behalf of
4 pharmacists (\$2,000,000 settlement);

5 k. *Phillips v. AccentCare, Inc., et al.*, Case No. CIVDS1620673 (2017)
6 wage and hour class action involving Labor Code overtime violation on behalf of
7 home health nurses and other home health professionals (\$1,500,000.00);

8 l. *Pursell v. Pacific Wings, LLC*, LASC Case No. BC522083 (2017) wage
9 and hour class action involving Labor Code off-the-clock, overtime, meal and rest
10 break, and unreimbursed business expense violations on behalf of restaurant servers
11 (\$1,300,000);

12 m. *Hooper v. URS Midwest, Inc.*, Case No. CIVDS1607489 (2017) wage and
13 hour class action involving Labor Code overtime violation on behalf of Car Haulers
14 (\$2,900,000);

15 n. *Tyrer v First Student, Inc.*, Case No. BC459305 (2017) wage and hour
16 class action involving Labor Code overtime violations on behalf of school bus drivers
17 (\$475,000 settlement);

18 o. *Nunez v. CompuCom Systems, Inc.*, LASC Case No. BC618385 (2017)
19 wage and hour class action involving Labor Code overtime, meal and rest break, and
20 unreimbursed business expense violations on behalf of home-based service technicians
21 (\$1,500,000);

22 p. *Garcia, et al. v. Macy's West Stores, Inc., et al.*, Case No. 3:16-cv-04440-
23 WHO (N.D. Cal. 2017) wage and hour class action involving misclassification of
24 independent contractors (\$1,550,000 partial settlement);

25 q. *Oard v. Daily Press, LLC, et al.*, Case No. 5:16-cv-02039-SVW-KK
26 (C.D. Cal. 2018) wage and hour class action involving misclassification of
27 independent contractor newspaper carriers (\$500,000 settlement);
28

1 r. *Raymond Cressall, et al. v. Galpin Motors, Inc., et al.*, San Bernardino
2 County Superior Court Case No. CIVDS1809319 (2019), wage and hour class action
3 concerning overtime and meal and rest break violations in re a commission-only
4 compensation plan (\$2,000,000);

5 s. *Malone, et al., v KAG West, LLC, et al.*, County of Alameda Superior
6 Court, Case No. RG15784137 (2019) wage and hour class action involving Labor
7 Code overtime violations on behalf of delivery truck drivers (\$1,600,000);

8 t. *Pae, et al. v. Fox Restaurant Concepts, LLC, et al.*, Case No. 2:16-CV-
9 06965-DSF-FFM (C.D. Cal. 2019) wage and hour class action involving Labor Code
10 off-the-clock, overtime, meal and rest break, and unreimbursed business expense
11 violations on behalf of restaurant servers (\$900,000);

12 u. *Miranda, et al. v. R&L Carriers Shared Services, LLC*, Case No. 2:18-cv-
13 10063-SVW-JC (C.D. Cal. 2020), wage and hour class and PAGA action involving
14 failure to provide meal and rest breaks and reimbursement of necessary expenditures
15 to California-based truck drivers (\$375,000);

16 v. *Delores Humes, et al. v. First Student, Inc.*, Case No. 1:15-cv-01861-
17 BAM (E.D. Cal. 2020), wage and hour class action involving Labor Code wage
18 statement violations on behalf of school bus drivers (\$650,000 settlement);

19 w. *Rita Khatchadourian, et al. v. Sterling Bank and Trust, FSB*, Alameda
20 County Superior Court Case No. RG19003028 (2020), wage and hour PAGA action
21 concerning overtime, meal break, rest break, and commission agreement violations for
22 bank employees (\$300,000 settlement);

23 x. *Garcia v. Macy's West Stores, Inc., et al. ("Garcia II")*, Case No. 3:16-
24 cv-04440-WHO (N.D. Cal. 2020) wage and hour class action involving
25 misclassification of independent contractors (\$3,500,000 partial settlement);

26 y. *Espinoza v. Williams-Sonoma, et al.*, L.A.S.C Case No. BC693245 (2021)
27 wage and hour class action involving misclassification of last-mile delivery drivers as
28 independent contractors. (\$2,250,000);

1 z. *Perez v. The Roman Catholic Archbishop of Los Angeles*, L.A.S.C Case
2 No. BC714164 (2021) wage and hour class action involving Labor Code off-the-clock,
3 overtime, meal and rest break, and unreimbursed business expense violations on
4 behalf of cemetery groundskeepers (\$1,300,000);

5 aa. *Walker v. CPM LTD d/b/a Manpower Temporary Services, et al.*, San
6 Diego Sup. Ct. Case No. 37-2020-0017281-CU-OE-CTL (2021) wage and hour class
7 action involving Labor Code off-the-clock, overtime, meal and rest break, and
8 unreimbursed business expense violations on behalf of IT workers (\$2,000,000);

9 bb. *Kim v. Korea Times of Los Angeles, Inc.*, L.A.S.C Case No. BC643503
10 (2021) wage and hour class action involving Labor Code off-the-clock, overtime, meal
11 and rest break, and unreimbursed business expense violations on behalf of newspaper
12 employees (\$550,000.00);

13 cc. *Chalian, et al. v. CVS Pharmacy, Inc., et al.*, United States District Court,
14 Central District of California, Case No. :16-cv-08979-AB-AGR (2021), Class and
15 PAGA action involving unpaid wages and meal and rest break violations for
16 California pharmacists (\$10,371,346.60);

17 dd. *Soursa v. Northeast Valley Health Corporation*, L.A.S.C Case No.
18 20STCV02921 (2022) wage and hour class action involving Labor Code off-the-clock,
19 overtime, meal and rest break violations on behalf of medical personnel (\$600,000);

20 ee. *De Los Reyes v. Call-The-Car, LLC*, L.A.S.C Case No. 19STCV25782
21 (2022) wage and hour class action involving Labor Code off-the-clock, overtime, meal
22 and rest break violations on behalf of non-emergency paramedic drivers (\$400,000);

23 ff. *Amirian, et al. v. Umpqua Bank*, L.A.S.C Case No. BC674115 (2022)
24 wage and hour class action involving Labor Code off-the-clock, overtime, meal and
25 rest break violations on behalf of various in-branch bank employees (\$1,250,000);

26 gg. *Ornelas v. Tapestry, Inc.*, Case No. 3:18-cv-06453-WHA (N.D. Cal.
27 2022), certified wage and hour class action involving Labor Code off-the-clock,
28

1 overtime, meal and rest break violation premised on off-the-clock security checks for
2 in-store retail employees (\$342,500);

3 hh. *Castenato, et al. v. Calop Business Systems, Inc.*, L.A.S.C. Case No.
4 20STCV03772 (2022) PAGA-only representative action involving Labor Code and
5 Living Wage Ordinance violations for non-exempt employees of airport employees of
6 LAX (\$300,000);

7 ii. *Broshinsky v. First Motor Group, LLC*, L.A.S.C. Case No.
8 20STCV38668 (2022), PAGA-only representative action involving car dealership
9 commission-based employees alleging violations of the Labor Code (\$250,000);

10 jj. *Baker v. Hesler Logistics, LLC*, San Diego Sup. Ct. Case No. 37-2021-
11 00007468-CU-OE-CTL (2022), PAGA-only representative action involving
12 transportation delivery hourly employees alleging violations of the Labor Code for
13 unpaid time (\$135,000);

14 kk. *Caballero v. Pilot Last Mile, LLC*, San Bernardino Sup Ct., Case No.
15 CIVSB2102002 (2022), wage and hour class action involving misclassification of last-
16 mile delivery drivers as independent contractors (\$1,000,000);

17 ll. *Espindola v. Building Cleaning Systems, Inc.*, Orange County Sup. Ct.
18 Case No. 30-2019-01091001-CU-OE-CXC (2022), wage and hour class and PAGA
19 action involving Labor Code off-the-clock, overtime, meal and rest break violations on
20 behalf of janitorial employees (\$573,750);

21 mm. *Markovic v. BBG SD4 LLC*, San Diego Sup. Ct. Case No. 37-2020-
22 00016435-CU-OE-CTL (2023), wage and hour class action involving restaurant
23 employees alleging violations of the California Labor Code (\$400,000);

24 nn. *Garcia v. Barney's College, Inc.*, Alameda Sup. Ct. Case No.
25 RG21113350 (2023), wage and hour class action involving restaurant employees
26 alleging violations of the California Labor Code (\$575,000);

27 oo. *Trejo v. Anderson Charnesky Structural Steel Inc., et al.*, Riverside Sup.
28 Ct. Case No. CVRI2201955 (2023), representative PAGA-only action involving Labor

Code violations for off-the-clock work, illegal rounding, overtime, and meal and rest break violations on behalf of warehouse employees (\$525,000);

pp. *Puente v. California Food Management, LLC, et al.*, Los Angeles Sup. Ct. Case No. 20STCV00647 (2023), representative PAGA-only action involving Labor Code violations for off-the-clock work, illegal rounding, overtime, and meal and rest break violations on behalf of warehouse employees (\$135,000);

qq. *Minniear, et al. v. Burke Williams, Inc., et al.*, Los Angeles Sup Ct. Case No. 20STCV02154 (2023), representative class and PAGA action involving Labor Code violations for failure to pay for all hours worked, including overtime on behalf of California-based estheticians (\$235,000);

rr. *Martinez v. SYR Service Co., LLC, et al.*, Santa Barbara Sup. Ct. Case No. 21CV03118 (2024) wage and hour class and PAGA action involving hotel employees alleging violations of the California Labor Code (\$350,000);

ss. *Valdez v. Shamrock Foods Co.*, U.S.D.C, C.D. Cal., Case No. 5:22-cv-01719-SSS-SHKx (2024) wage and hour class and PAGA action involving delivery truck drivers alleging violations of the California Labor Code (\$1,000,000).

tt. *Foley, et al. v. Yuen's Enterprise One, Inc., et al.*, San Bernardino Sup. Ct., Case No. CIVDS1912925 (2024) wage and hour class action involving California Labor Code violations relating to restaurant workers (\$2,824,090.50).

uu. *Matute v. Pilot Air Freight LLC, et al.*, Northern District of California Case No. 4:22-cv-00587 (2024), wage and hour class action involving misclassification of independent contractors (\$650,000);

vv. *Mkhitarian, et al. v. Bank of the West*, Los Angeles Sup. Ct., Case No. BC (2024) wage and hour class action and PAGA representative action for retail bank employees alleging violations of the California Labor Code (\$3,479,681.21).

5. I have also been a speaker or panelist at various Wage and Hour Seminars hosted by CELA and Los Angeles County Bar Association: *Fool's Errand or Fish in a Barrel? Piece Rate, Commission, and Trucking Cases in 2017* (CELA; May 2017);

1 *Nuts & Bolts of Labor and Employment Law Program; A Life of a PAGA Claim*
 2 (LACBA; Dec. 2018); *2024 CELA Advanced Wage and Hour Seminar - Hidden Gems*
 3 *for Class/PAGA Matters and Underutilized Strategies for Maximizing Recovery*
 4 (CELA; May 2024).

5 6. In addition, I have also been certified as class counsel following contested
 6 class certification motions: *Tyrer v. First Student, Inc.*, L.A.S.C Case No.: BC459305
 7 (June 2014), *Chavez v. Teavana Corporation*, L.A.S.C. Case No.: BC475921 (May
 8 2014); *Clark v. Quest Diagnostics Clinical, et al.*, L.A.S.C. Case No. BC594022 (May
 9 2019); *Zarate, et al. v. La Pizza Loca, Inc., et al.*, L.A.S.C. Case No. BC642714 (Mar.
 10 2021); *Ornelas v. Tapestry, Inc.*, N.D. Cal., Case No. 3:18-cv-06453-WHA (Aug.
 11 2021).

12 7. My office is currently lead counsel on no less than 30 class
 13 action/representative cases.

14 **RELEVANT FACTUAL & PROCEDURAL BACKGROUND**

15 8. Plaintiffs filed this case on behalf of all individuals who tendered freight and
 16 facilitated transportation for Allegiant Final Mile and Diverse Logistics & Distribution
 17 (collectively “AFI”) and Mattress Firm, Inc. (“Mattress Firm”) (collectively,
 18 “Defendants”) as Contract Carriers, Drivers and/or Helpers in the State of California (but
 19 excluding acknowledged employees of Defendants) during the Class Period, and all
 20 entities owned and controlled by Contract Carriers which contracted directly with AFI to
 21 perform freight delivery services. Plaintiffs’ suit also focused on the freight that was
 22 provided by Defendant Mattress Firm. Plaintiffs contended that they were misclassified
 23 by Defendants as independent contractors when, in actuality, California law required
 24 them to be treated as employees. Defendants deny that Plaintiffs or the other Drivers,
 25 Helpers, and Carriers were misclassified and assert that Plaintiffs and Settlement Class
 26 Members were at all times properly treated as independent contractors.

27 10. On March 24, 2023, in compliance with Labor Code § 2699.3(a)(1), Plaintiffs
 28 submitted written notice via online filing to the LWDA, setting forth the facts and theories

1 of the violations alleged against Defendants, claiming that they and others were
2 misclassified by Defendants as independent contractors. Plaintiff then filed this class
3 action against Defendants on March 24, 2023, in Alameda County Superior Court, Case
4 No. 23CV029993, entitled *Christian Decena, et al. v. Allegiant Final Mile Inc., et al.*.
5 Defendants promptly removed Plaintiffs' lawsuit to federal court where it is presently
6 pending before Your Honor.

7 11. Plaintiffs' suit essentially contends that they and others were misclassified
8 by Defendants as independent contractors and alleged causes of action on behalf of
9 themselves and other Contract Carriers, Drivers, and Helpers for: (1) Failure to Pay
10 Minimum Wage; (2) Failure to Pay Overtime; (3) Failure to Reimburse Business
11 Expenses; (4) Unlawful Deduction from Wages; (5) Failure to Provide Meal Periods; (6)
12 Failure to Authorize and Permit Rest Periods; (7) Failure to Furnish Accurate Wage
13 Statements; (8) Waiting Time Penalties; and (9) Violation of Unfair Competition Law.
14 On June 6, 2023, Plaintiffs filed the operative First Amended Complaint which added a
15 tenth cause of action under the Private Attorneys General Act of 2004.

16 12. In or around August 2023, the parties and counsel in this action discussed
17 the possibility of global mediation. To that end, the Parties scheduled a mediation with
18 Antonio Piazza, Esq. for January 16, 2024. While the Parties were gearing up for their
19 mediation, they did not stay this matter. Instead, on July 28, 2023, Defendants Allegiant
20 and Diverse filed a Motion to Dismiss the Second (failure to pay overtime), Fifth (failure
21 to provide meal breaks), and Sixth Causes of Action (failure to provide rest breaks).
22 Following full briefing on Defendants' Motion, on January 2, 2024, the Court granted
23 Defendants' Motion but allowed Plaintiffs leave to amend. On June 16, 2024, Plaintiffs
24 filed their operative Second Amended Complaint.

25 13. The Parties sought preliminary approval of the class and PAGA settlement
26 on August 23, 2024. The Court granted preliminary approval of the settlement on October
27 10, 2024 [Dkt. 58]. Following Preliminary Approval, on or around November 22, 2024,
28 settlement administrator sent class action settlement notices to 618 class members. As of

1 January 17, 2025, the settlement administrator reports of zero opt outs, disputes, and
2 objections to the proposed Settlement.

3 14. The Parties engaged in extensive discovery in order to develop their
4 respective positions for this litigation and the mediation. Plaintiffs sought discovery on
5 the ways in which Defendants controlled the day-to-day aspects of the work of the
6 Settlement Class Members. Plaintiffs sought information on practices and procedures
7 concerning how Settlement Class Members were to perform their jobs, what they had to
8 do at the start of their shifts, what was required of them in getting their trucks ready before
9 going out on a delivery run, and how Settlement Class Members had to conduct
10 themselves once they were underway on their routes. These documents included the
11 contracts entered into between AFI and Contract Carriers, records detailing all of the
12 routes driven by Class Members for Defendants during the Class Period, policies and
13 practices in place during the class period, detailing requirements and expectations for
14 Class Members when delivering freight for Defendant Mattress Firm, as well as data
15 surrounding the number of current and former delivery drivers.

16 15. This discovery, in conjunction with the Parties' meet and confer efforts,
17 resulted in the production of numerous documents and thousands of lines of data. Using
18 the records detailing the routes driven by Class Members and the data surrounding the
19 number of current and former Class Members, Class Counsel was able to provide
20 numerous data points used in establishing a potential exposure model in preparation for
21 mediation.

22 16. The proposed settlement is the result of approximately two years of
23 investigation, formal and informal discovery, litigation and negotiations between the
24 Parties. Plaintiffs' attorneys undertook the prosecution of this wage and hour class action
25 case on a contingency basis, thus the likelihood remained that if unsuccessful, they and
26 the Class they sought to represent risk receiving nothing in return. The prospect of
27 settlement of the case was discussed over a period of many months and negotiations were,
28 at all times, adversarial, non-collusive, in good faith, and at arms-length. Thus, the

1 Settlement Agreement is the product of extensive and informed negotiations between
2 counsel with substantial litigation experience, who are fully familiar with the legal and
3 factual issues in this case, and who have experience litigating and settling complex and
4 class action cases, including employment cases.

5 **MY HOURLY RATE, LODESTAR, COSTS, AND WORK EXPENDED**

6 17. I served as co-lead counsel on this case. I have performed the following
7 types of work: (1) corresponded with the Plaintiffs and extensively interviewed them
8 about their experiences at AFI delivering freight for Mattress Firm; (2) spoke to and
9 interviewed numerous witnesses both before litigation and after litigation commenced;
10 (3) helped draft, review, and edit the original complaint and the amended complaint; (4)
11 researched, drafted, edited, and reviewed Plaintiff's Opposition to Defendants' Motion to
12 Dismiss; (5) reviewed thousands of documents provided by Class Members and
13 Defendants about the case, including reading and analyzing pay data and payroll
14 documents, manifests, route sheets, and the relevant policies and procedure; (5) analyzed
15 thousands of documents to construct a damages model and determine the potential
16 damages owed to the Class; (6) helped draft the mediation brief, and researched
17 extensively the relevant case law; (7) participated in numerous strategy sessions; and (8)
18 drafted several post-settlement motions and pleadings.

19 18. As set forth in Plaintiffs' Motion for Attorneys' Fees, concurrently filed
20 herein, a request of the benchmark 25% of the common fund is a reasonable fee under the
21 circumstances of this case and is prima facie reasonable both because it is within the range
22 of reasonableness of fees in similar cases, and because a cross-check of Class Counsel's
23 lodestar confirms that the fee request here is reasonable.

24 19. My hourly rate is \$800.00. I believe this hourly rate to be justified in light of
25 my experience and the excellent results I have achieved in the past, as detailed above, as
26 well the rates I have been awarded in the past. For example, on two occasions in 2014
27 and in 2015, I was approved at a rate of \$475 per hour in the *Leos* and *Meneses* cases.
28 Subsequently, I was approved at a rate of \$550 in 2016 in *Garcia I*. After not raising my

1 attorneys' fees for over two years, I raised my attorney fee rate per hour by \$25 for 2018.
2 A little over two and half years later, in 2022, I raised my hourly rate to \$725 which was
3 approved in the *Caballero* matter.

4 20. Aside from being warranted by our skill, experience and ability, PAGA
5 Counsel rates that were used in application of the lodestar cross check in this case, are
6 also supported by the Laffey Matrix attached hereto as **Exhibit "1"**. According to the
7 Laffey Matrix, Class Counsel rates are less than or in line with the prevailing market rates
8 (Michael Boyamian \$800.00/hr v. \$829.00/hr (16 years)).

9 21. Class Counsel has dedicated over 440 hours on this matter. As of the present
10 time, I have incurred 183 hours in litigating this matter. My hourly rate is \$800.00 and
11 as a result, my lodestar to date is \$146,400. As is set forth in the Declaration of my
12 colleague, Armand R. Kizirian's rate is \$575.00 per hour. Mr. Kizirian has devoted 257.3
13 hours on this matter (\$147,947.50). Collectively, Class Counsel's total lodestar is
14 \$294,347.50 which exceeds the requested fee amount of \$229,500. Moreover, I note that
15 neither I nor my co-counsel have received any attorneys' fees to date in this matter as we
16 have been representing Plaintiff and the Settlement Class entirely on a contingency basis.
17 I believe this to be an important consideration as the Court assesses my lodestar and the
18 total attorneys' fees to award to Class Counsel.

19 22. The Settlement also authorizes Class Counsel to seek reimbursement of up
20 costs incurred in the prosecution of this matter. I have reviewed the costs incurred in this
21 case. All of these costs and expenses were reasonable and necessary to bring this case to
22 closure and are typically billed to a client. The amount of outstanding costs for my firm
23 is \$19,468.90. Attached as **Exhibit "2"** is a true and correct copy of the invoice of costs
24 expended in this matter by my firm.

25 **CLASS REPRESENTATIVE ENHANCEMENT AWARD**

26 23. Plaintiffs each seek a service award of \$10,000, for a combined total of
27 \$40,000. Plaintiffs' counsel is of the opinion that the service awards are reasonable and
28 proper and are supported by the particular circumstances of this case as well as the

1 applicable law. Plaintiffs greatly assisted Plaintiffs' counsel in developing the claims at
2 issue in this case. Moreover, the assistance Plaintiffs allowed Plaintiffs' Counsel to
3 effectively press the class's claims through mediation until such a time where resolution
4 was reached in this matter.

5 24. Prior to the lawsuit being filed, Plaintiffs were invaluable in providing
6 information about Defendants' payment practices, the nature of Defendants' business
7 operations, Class Members' job duties, the types of shifts worked by Class Members.
8 They were effective in organizing other Drivers and Helpers to meet or get in touch with
9 Plaintiff's Counsel about their work and experience with Defendants. Plaintiffs were
10 invaluable in providing information about Defendants' payroll practices, traveling from
11 Northern California to Class Counsel's office here in Southern California, meeting with
12 Class Counsel on one or more occasions, educating Class Counsel about the nature of the
13 work they performed, and the nature of Defendants' business operations. Plaintiffs
14 cooperated with Class Counsel to prepare targeted items of information in the run to
15 mediation concerning Defendants' software programs, searched for and produced
16 pertinent documents, reviewed documents and discovery, and assisted Class Counsel in
17 interpreting Defendants' contentions and production. Concurrently filed with Plaintiffs'
18 Motion for Attorneys' Fees and Costs are the declarations of Plaintiffs Christian Decena,
19 Hairon Martinez, Miguel Rios, and Rigoberto Godoy attesting to the work they undertook
20 as the proposed Class Representatives.

21 25. Moreover, the Plaintiffs here are adequate class representatives because they
22 have raised claims that are similar to the claims of the other members of the Settlement
23 Class. In addition, there is no indication that there are, or ever will be, any conflicts
24 between the Plaintiffs and the Settlement Class.

25 26. Given the difficulties faced in winning class certification and winning
26 liability, Plaintiff's Counsel believes that this settlement provides excellent relief to
27 current and former Drivers, Helpers, and Carriers. For that reason, Plaintiffs' Counsel
28 strongly believe and respectfully request that final approval of the proposed class action

1 settlement should be granted and that the Court should award the requested fees and costs
2 under the Settlement.

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

5 Executed on January 24, 2025, in Glendale, California.

6
7 /s/Michael H. Boyamian
8 Michael H. Boyamian
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 2

BLFI Costs		<i>Decena, et al. v. Allegiant Final Mile Inc., et al.</i>	23-CV-03633-YGR	
Date	Vendor	Notes (if applicable)	Amount	
2023-03-24	USPS	PAGA Letter	\$8.70	
2023-03-24	USPS	PAGA Letter	\$8.70	
2023-03-24	LWDA	PAGA Letter	\$75.00	Visa 0972
2023-03-24	GreenFiling	Class Complaint	\$1,494.00	Amex 1003
2023-04-06	JPL Process Service	POS of Summons, Def. Allegiant Final Mile	\$99.00	Visa 0972
2023-04-06	GreenFiling	POS of Summons, Def. Allegiant Final Mile	\$15.95	Amex 1003
2023-05-01	JPL Process Service	POS of Summons, Def. Diverse Logistics	\$99.00	Visa 0972
2023-05-15	GreenFiling	POS of Summons, Def. Diverse Logistics	\$15.95	Amex 1003
2023-05-31	USPS	PAGA Letter (x3)	\$23.85	
2023-06-06	GreenFiling	First Amended Complaint	\$15.95	Amex 1003
2023-06-22	GreenFiling	POS of Summons, Def. Mattress Firm, Inc.	\$15.95	Amex 1003
2023-08-28	Stamps	Chamber Copy- Opp to Motion to Dismiss	\$7.58	
2023-12-18	Mediated Negotiations	Antonio Piazza Mediation Fee	\$16,666.67	
2024-1-3	Fedex - Overnight	Mediation Brief Filing	\$144.50	Amex 1003
2024-09-03	Stamps	Motion for Preliminary Approval	\$7.58	
2024-10-01	Southwest	Travel for MPA Hearing	\$287.95	
2024-10-01	BART	Travel to Court	\$9.90	
2024-10-01	BART	Travel to Airport	\$9.90	
2024-10-01	Burbank Airport	Parking	\$42.00	
2025-03-25	Southwest	Travel for Final Approval Hearing	\$358.97	
2025-03-25	BART	Travel to Court	\$9.90	
2025-03-25	BART	Travel to Airport	\$9.90	
2025-03-25	Burbank Airport	Parking	\$42.00	
		TOTAL	\$19,468.90	