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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is reached by and between Plaintiffs Luis Angel Diaz, Juan Carlos Arteaga, and Francisco Gongora ("Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant DC Logistics, LLC ("DCL" or "Defendant") on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by F. Shawn Azizollahi, Tuvia Korobkin, Gary S. Brotman, and Nancy Goodes of Marquee Law Group APC and John Yslas, Jeffrey Bils, Samantha A. Smith, and Aram Boyadjian of Wilshire Law Firm, PLC (collectively, "Class Counsel"). Defendant is represented by Ryan H. Crosner and Paul M. Smith of Ogletree, Deakins, Nash, Smoak, and Stewart, P.C. ("Defense Counsel").

Plaintiffs filed three class and representative actions against Defendant in Alameda County Superior Court (the "Court"). The actions are:

1) *Francisco Gongora v. DC Logistics, LLC*, Case No. 23CV049652;
2) *Luis Angel Diaz et al v. DC Logistics, LLC,, et al.,* Case No. 24CV062083; and
3) *Luis Angel Diaz et al v. DC Logistics, LLC*, Case No. 24CV091394.

These three actions will be collectively referred to as the "Actions" or the "Litigation."

The Actions allege class and representative claims against Defendant for: (i) failure to timely pay earned wages; (ii) minimum wage violations; (iii) failure to pay overtime wages; (iv) meal period violations; (v) rest period violations; (vi) wage statement violations; (vii) waiting time penalties; (viii) failure to reimburse business expenses; (ix) failure to maintain accurate employment records; (x) failure to produce employment records; (xi) unfair competition; and (xii) civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq*.

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs' claims on a classwide and representative basis. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of a "Settlement Class," which shall be defined as:

   All current and former non-exempt employees who worked for DC Logistics, LLC and/or Pier Enterprises, Inc.[1] in California at any time from November 2, 2019 through January 11, 2025 (the "Class Period").

Defendant represents that there are approximately 457 Settlement Class members. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

[1] Pier Enterprises, Inc. was a predecessor entity to DC Logistics, LLC and was named as a defendant in the *Diaz* lawsuits. However, all employees who were employed by Pier Enterprises, Inc. during the Class Period became employees of DC Logistics, LLC, and DC Logistics, LLC assumed any liability for the claims alleged in the Actions.

2. **Release by Settlement Class**. Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendant, Plaintiffs and every Settlement Class member who does not opt out of the class portion of the Settlement ("Participating Class Members") will release and discharge DC Logistics, LLC, Pier Enterprises, Inc., and its/their parent companies, subsidiaries, and each of their owners, directors, officers, members, insurers, and investors (the "Released Parties") from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaints in the Actions or that reasonably could have been alleged based on the facts alleged in the operative Complaints in the Actions, including but not limited to: (a) any alleged failure by DC Logistics, LLC and/or Pier Enterprises, Inc. (1) to pay minimum wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, (7) to maintain and produce employment records, or (8) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(8) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(8) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period ("California Released Claims").

3. **PAGA Members**. For purposes of this settlement only, Plaintiffs and Defendant stipulate to the following definition of "PAGA Members":

   All current and former non-exempt employees who worked for DC Logistics, LLC and/or Pier Enterprises, Inc. in California at any time from August 25, 2022 through January 11, 2025 (the "PAGA Period").

4. **PAGA Release.** Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded by Defendant, and as the authorized agent of the Labor & Workforce Development Agency ("LWDA"), Plaintiffs shall release all claims for civil penalties against the Released Parties that could have been sought by the Labor Commissioner for violations identified in Plaintiffs' August 25, 2023, June 20, 2024, and September 16, 2024 PAGA notice letters to the LWDA, for the duration of the PAGA Period ("PAGA Released Claims").

5. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" or "GSA" of Two Million Four Hundred Seventy-Five Thousand Dollars and Zero Cents ($2,475,000.00) in full and complete settlement of the Actions, as follows:

   A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.

   B. Defendant shall deposit the Gross Settlement Amount within 30 days of the Effective Date (defined below). All payments by Defendant shall be deposited with the Settlement Administrator.

   C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:

i. All payments to the Settlement Class;

ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than $10,000.00;

iii. Up to $10,000.00 for each Plaintiff as Class Representative Service Payments, in recognition of Plaintiffs' contributions to the Actions and to the Settlement Class;

iv. Class Counsel attorney fees of up to 35% of the GSA (currently estimated to be $866,250.00), plus actual litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than $30,000.00;

v. The Parties have set aside $150,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 75% of such penalties, or $112,500.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or $37,500.00, will be payable to certain Settlement Class Members as the "PAGA Amount" as discussed below.

D. The employer's share of payroll taxes on any wage portion of the payments to the Settlement Class shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant's share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time Defendant deposits the GSA pursuant to paragraph 3.B. above.

E. **Escalator Clause.** Defendant represents that Settlement Class members worked approximately 30,400 workweeks from the beginning of the Class Period through October 11, 2024. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Period exceeds this number by more than 10% (i.e., if Settlement Class members worked more than 33,440 workweeks during the Class Period), then Defendant will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Period is 11% greater than 30,400, the Gross Settlement Amount will increase by 1%); **or** (ii) truncate the end of the Class Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 30,400, such that the number of workweeks does not exceed 10% greater than 30,400 and this escalator provision will no longer be triggered. If Defendant elects to truncate the end of the Class Period under this provision, then the Class Period and PAGA Period will end on that date and the notice to the Settlement Class will include the revised end date.

6. **Effective Date.** The "Effective Date" of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes Final. "Final" shall mean, as applicable: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed without material modification pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

7. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement ("Settlement Award"). Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payments, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's (i) payment from the NSA and (ii) payment, if any, from the PAGA Amount, as described below.

B. <u>Payments from the Net Settlement Amount</u>: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for DCL and/or Pier Enterprises, Inc. as a non-exempt employee in California during the Class Period. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Participating Class Members during the Class Period. For example, if Employee A worked 32 workweeks during the class period, and the total number of workweeks worked by all Participating Class Members is 30,400 workweeks, then Employee A would be paid as follows: NSA * (32/30,400).

C. <u>Payments from the PAGA Amount</u>: In addition to the NSA, 25% of the amount set side as PAGA civil penalties (i.e., $37,500.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all PAGA Members, based on their proportional number of pay periods they were employed by DCL and/or Pier Enterprises, Inc. in California during the PAGA Period ("PAGA Pay Periods"). Specifically, each Settlement Class member's payment, if any, from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Members. For example, if Employee A worked 16 PAGA Pay Periods during the PAGA Period, and the total number of PAGA Pay Periods worked is 8,000, then Employee A would be paid as follows: $37,500 * (16/8,000).

D. Within five (5) business days following Defendant's deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and authorization to proceed but in no event shall Class Counsel and Defense Counsel be responsible for calculating the Settlement Payments which shall be left to the exclusive authority of the Settlement Administrator. Within three (3) business days after receiving approval from counsel to proceed, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Plaintiffs' Service Awards to Plaintiffs, the LWDA's PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.

E. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows:

i. for amounts paid from the PAGA Amount, 100% penalties;
ii. for amounts paid from the Net Settlement Amount, 30% wages, and 70% as penalties, interest, and reimbursement.

The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with *cy pres* recipient Bay Area Legal Aid.

G. Neither Plaintiffs nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

8. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated at $866,250.00), plus actual costs and expenses as supported by declaration in an amount not to exceed $30,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1099 when the Settlement Administrator pays the fee and cost award allowed by the Court.

9. **Class Representative Service Payments.** Plaintiffs will request, and Defendant will not oppose, a Class Representative Service Payment of $10,000.00 for each Plaintiff (i.e., $30,000 total) from the Gross Settlement Amount for Plaintiffs' time and risks undertaken in prosecuting the Actions, and their service to the Settlement Class. These awards will be in addition to Plaintiffs' respective Settlement Awards as Settlement Class members and shall be reported on IRS Forms 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiffs their Class Representative Service Payments, and issue Plaintiffs IRS Forms 1099, when it mails the Settlement Awards to Settlement Class

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members.

10. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to $10,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members.

11. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

   A. Conditionally certifying the Settlement Class for purposes of this Settlement;

   B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, Gary S. Brotman, and Nancy Goodes of Marquee Law Group, APC and John Yslas, Jeffrey Bils, Samantha A. Smith, and Aram Boyadjian of Wilshire Law Firm PLC as Class Counsel;

   C. Appointing Plaintiffs as Class Representatives for the Settlement Class;

   D. Approving Phoenix as Settlement Administrator;

   E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

   F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and

   G. Scheduling a Final Approval hearing.

12. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

   A. Within thirty (30) days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; dates of employment; and the number of workweeks worked for DCL and/or Pier Enterprises, Inc. in California during the Class Period and number of PAGA Pay Periods worked during the PAGA Period, for each Settlement Class member (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

   B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their review and authorization to proceed; (iv) provide Class

Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

i. Should more than ten percent (10%) of the Settlement Class submit a Request for Exclusion to the Settlement Administrator, then Defendant shall have the right (at its discretion) to terminate this Agreement.

D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by mailing a written objection to the Settlement Administrator as explained in the Class Notice, or by making an oral objection at the Final Approval Hearing. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to file a written objection but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

E. <u>Notice of Estimated Settlement Award / Disputes.</u> Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their estimated number of workweeks they worked for Defendant in California during the Class Period and their estimated number of pay periods (if any) worked during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

13. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs

shall apply to the Court for entry of an Order:

A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payments, PAGA civil penalties to the LWDA, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769.

14. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Actions. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.

15. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' respective spouses or to Plaintiffs' respective attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.

i. Except as may be necessary to establish Class Counsel's experience in class actions to be designated class counsel in other cases, Class Counsel shall not make any public address or issue statements regarding this Settlement to the public, including through marketing materials on Class Counsel's websites. Class Counsel may report the amount of the Settlement and the industry in which Defendant operates, as needed, but shall not provide company-identifying information concerning Defendant in such marketing materials.

16. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.

17. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

18. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this

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Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.

19. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Paul M. Smith, Ogletree Deakins Nash Smoak & Stewart, 400 Capitol Mall, Suite 2800, Sacramento, CA 95814; paul.smith@ogletree.com

if to Plaintiffs: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com

John Yslas, Wilshire Law Firm PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010

20. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

21. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

22. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

23. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

24. **Cooperation in Drafting**. The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

AGREED TO AND APPROVED BY:

DATED: 9/25/2025

DC LOGISTICS, LLC

By: Signed by: 280A0D30005C4E8...

Judas Castro, President

DATED: ___________________

FRANCISCO GONGORA

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Plaintiff and Class Representative

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if to Defendant:	Paul M. Smith, Ogletree Deakins Nash Smoak & Stewart, 400 Capitol Mall, Suite 2800, Sacramento, CA 95814; paul.smith@ogletree.com
if to Plaintiffs:	Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com
	John Yslas, Wilshire Law Firm PLC, 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010

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AGREED TO AND APPROVED BY:

DATED: ___________________ **DC LOGISTICS, LLC**

By: ________________________

Judas Castro, President

DATED: 8/26/2025 **FRANCISCO GONGORA**

Signed by:

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Plaintiff and Class Representative

DATED: ____________________ **LUIS ANGEL DIAZ**

____
Plaintiff and Class Representative

DATED: ____________________ **JUAN CARLOS ARTEAGA**

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Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: ____________________ By: ________________________________
Tuvia Korobkin
Attorneys for Plaintiffs

WILSHIRE LAW FIRM PLC

DATED: ____________________ By: ________________________________
John Yslas
Attorneys for Plaintiffs

OGLETREE DEAKINS NASH SMOAK & STEWART

DocuSigned by:
Paul Smith
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DATED: 8/26/2025 By: ________________________________
Paul M. Smith
Attorneys for Defendant

DATED: ___________________ **LUIS ANGEL DIAZ**

____
Plaintiff and Class Representative

DATED: ___________________ **JUAN CARLOS ARTEAGA**

____
Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: 8/25/2025 By: Signed by: Tuvia Korobkin A536AA1D0ED241F...
Tuvia Korobkin
Attorneys for Plaintiffs

WILSHIRE LAW FIRM PLC

DATED: ___________________ By: ______________________________
John Yslas
Attorneys for Plaintiffs

OGLETREE DEAKINS NASH SMOAK & STEWART

DATED: ___________________ By: ______________________________
Paul M. Smith
Attorneys for Defendant

DATED: 8/26/2025 **LUIS ANGEL DIAZ**

Signed by:

1859D3A3517740E

Plaintiff and Class Representative

DATED: ________________ **JUAN CARLOS ARTEAGA**

____

Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: ________________ By: ________________________________
Tuvia Korobkin
Attorneys for Plaintiffs

WILSHIRE LAW FIRM PLC

DATED: August 26, 2025 By: ________________________________
John Yslas
Attorneys for Plaintiffs

OGLETREE DEAKINS NASH SMOAK & STEWART

DATED: ________________ By: ________________________________
Paul M. Smith
Attorneys for Defendant

DATED: ____________________ **LUIS ANGEL DIAZ**

____
Plaintiff and Class Representative

DATED: 8/26/2025 **JUAN CARLOS ARTEAGA**

Signed by:
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Plaintiff and Class Representative

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EXHIBIT A

Docusign Envelope ID: 4B7E390F-D7F0-48A7-82B7-1D13FDBF4003

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

FRANCISCO GONGORA, LUIS ANGEL DIAZ, and JUAN CARLOS ARTEAGA,

Plaintiffs,

vs.

DC LOGISTICS, LLC,

Defendant.

Case Nos. 23CV049652
24CV062083
24CV091394

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: All current and former non-exempt employees who worked for DC Logistics LLC (“DCL”) and/or Pier Enterprises, Inc. (“Pier”) in California at any time from November 2, 2019 through <<END OF CLASS PERIOD>> (“Class Period”).

PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

Why should you read this Notice?

The Alameda County Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) that resolves three class and representative actions pending against DCL and Pier: *Francisco Gongora v. DC Logistics LLC*, Case No. 23CV049652; *Luis Angel Diaz et al v. DC Logistics LLC*, Case No. 24CV062083; and *Luis Angel Diaz et al v. DC Logistics LLC*, Case No. 24CV091394. These three actions will be referred to collectively as the “Litigation.”

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from the Settlement. Company records show that you were employed by DCL and/or Pier as a non-exempt employee in California at some point between November 2, 2019 and <<END OF CLASS PERIOD>>. You are therefore a member of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Litigation, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga (“Plaintiff”) have filed lawsuits alleging that DCL and/or Pier violated California law. Specifically, Plaintiffs allege that DCL and/or Pier: (i) failed to pay at least the minimum wage for all hours worked; (ii) failed to pay overtime wages; (iii) failed to timely pay wages; (iv) failed to provide meal periods; (v) failed to authorize and permit rest periods; (vi) failed to issue accurate itemized wage statements; (vii) failed to pay all wages at termination; (viii) failed to reimburse all necessary business expenses; and, as a result of the above, (ix) engaged in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

Plaintiffs' attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

DCL denies that it has done anything wrong and believes it has acted in compliance with all applicable laws and that Plaintiffs' claims have no merit. DCL also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, DCL does not admit liability on any of the factual allegations or claims asserted in the Litigation or that the Litigation can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, DCL has concluded that it is in its best interests to settle the Litigation on the terms summarized in this Notice. After DCL provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to DCL, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for DCL, your decision about whether to participate in the Settlement will not affect your employment status. California law and DCL's company policy strictly prohibit unlawful retaliation. DCL will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / the Settlement Class:	Attorneys for DCL and Pier:
MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Gary S. Brotman gary@marqueelaw.com Nancy Goodes nancy@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com **WILSHIRE LAW FIRM, PLC** John Yslas john.yslas@wilshirelawfirm.com Jeffrey Bils jeffrey.bils@wilshirelawfirm.com Samantha A. Smith samantha.smith@wilshirelawfirm.com 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Tel: (213) 381-9988 www.wilshirelawfirm.com	**OGLETREE DEAKINS NASH SMOAK & STEWART P.C.** Ryan Crosner ryan.crosner@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Tel.: (213) 239-9800 Paul M. Smith paul.smith@ogletree.com 400 Capitol Mall, Suite 2800 Sacramento, California 95814 Tel: (916) 840-3150 www.ogletree.com

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What are the terms of the Settlement?

DCL has agreed to pay $2,475,000 (the "Gross Settlement Amount") to fully resolve all claims in the Litigation, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

<u>Settlement Administration Costs</u>. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $10,000 from the Gross Settlement Amount to pay the Settlement administration costs.

<u>Attorneys' Fees and Costs</u>. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, currently estimated to be $866,250, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $30,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

<u>Class Representative Service Payments</u>. Class Counsel will ask the Court to approve an award of $10,000 to each of the Plaintiffs (for a total of $30,000), also known as the "Class Representatives." These awards are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

<u>PAGA Civil Penalties</u>. The parties have agreed to allocate $150,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiffs' PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or $112,500, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining $37,500 has been designated as the "PAGA Amount" and will be paid to certain Settlement Class members as described below.

<u>Calculation of Settlement Class Members' Settlement Awards</u>. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately $1,388,750. Together with the $37,500.00 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be $1,426,250. Payments to Settlement Class members, known as "Settlement Awards," will be calculated as follows:

<u>*NSA Payment*</u>: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for DCL and/or Pier as a non-exempt employee in California during the Class Period.

<u>*PAGA Amount Payment*</u>: In addition to the NSA, $37,500 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for DCL and/or Pier as a non-exempt employee in California at any time from November 2, 2022 to <<END OF CLASS PERIOD>> (the "PAGA Period"), in proportion to the number of pay periods that each Settlement Class member worked for DCL and/or Pier as a non-exempt employee in California during the PAGA Period.

The enclosed "Notice of Estimated Settlement Award" contains your estimated payment under the Settlement, as well as the data from DCL's records that was relied upon in calculating your estimated payment.

<u>Deposit of Gross Settlement Amount</u>. If there are no objections to the Settlement, the Gross Settlement Amount will be funded by DCL within approximately 90 days of the Court granting final approval of the settlement. Settlement Awards will be mailed approximately 8 business days after DCL deposits the Gross Settlement Amount.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 30% wages (with withholdings taken), and 70% penalties, interest, and reimbursement. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as "wages," and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, DCL and its counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiffs and every Participating Class Member will release and discharge DCL, Pier, and their parent companies, subsidiaries, and each of their owners, directors, officers, members, insurers, and investors (the "Released Parties") from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaints in the Actions or that could have been alleged based on the facts alleged in the operative Complaints in the Actions, including but not limited to: (a) any alleged failure by DCL and/or Pier (1) to pay minimum wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, (7) to maintain and produce employment records, or (8) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(8) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(8) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period ("California Released Claims").

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, and as the authorized agent of the Labor & Workforce Development Agency ("LWDA"), Plaintiffs shall release all claims for civil penalties against the Released Parties that could have been sought by the Labor Commissioner for violations identified in Plaintiffs' August 25, 2023, June 20, 2024, and September 16, 2024 PAGA notice letters to the LWDA, for the duration of the PAGA Period ("PAGA Released Claims"). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Settlement Class members who worked for DCL and/or Pier in California during the PAGA Period shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for DCL and/or Pier in California during the Class Period and the number of pay periods you worked for DCL and/or Pier in California during the PAGA Period. Your estimated individual Settlement Award is included in the enclosed Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to Bay Area Legal Aid as *cy pres* beneficiary.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks you worked for DCL and/or Pier in California during the Class Period and the number of pay periods you worked for DCL and/or Pier in California during the PAGA Period. The information contained in DCL's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for DCL), your current address, telephone number, last 4 digits of your social security number, and your signature. The Request for Exclusion should state that you wish to exclude yourself from the Settlement Class in the *Gongora v. DC Logistics* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Settlement Class members who worked for DCL and/or Pier in California during the PAGA Period (even those who submit a valid and timely Request for Exclusion) will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may mail a written Objection to the Settlement Administrator, and/or appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for DCL and/or Pier), current address, current phone number and e-mail address, last 4 digits of your social security number, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. All objections or other written correspondence must state the name and number of the lead case, which is *Gongora v. DC Logistics LLC*, Alameda County Superior Court Case No. 23CV049652. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you submit an objection to the Settlement, you may also appear at the Final Approval Hearing to discuss your objection with the Court. You have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 23 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payments, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's online Public Portal, located at https://eportal.alameda.courts.ca.gov. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

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EXHIBIT B

Docusign Envelope ID: 4B7E390F-D7F0-48A7-82B7-1D13FDBF4003

NOTICE OF ESTIMATED SETTLEMENT AWARD

FRANCISCO GONGORA et al v. DC LOGISTICS LLC

Alameda County Superior Court Case Nos. 23CV049652, 24CV062083, 24CV091394

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____

Former Names (if any)

____

New Street Address

____

City State Zip Code

____

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to DCL's records:

(a) you were employed for _____ workweeks for DCL and/or Pier as a non-exempt employee in California between November 2, 2019 and <<END OF CLASS PERIOD>>;

(b) you were employed for _____ pay periods for DCL and/or Pier as a non-exempt employee in California between August 25, 2022 and <<END OF CLASS PERIOD>>.

Based on the above, your Settlement Award is estimated at $___________.

(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

____

____

____

____

If you dispute the above information from DCL's records, DCL's records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether DCL's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: ________________ **Signature:** __________________

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.