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Attorneys for Plaintiffs

[Additional counsel on next page]

FILED
Superior Court of California
County of Alameda
01/28/2026
Chad Finke, Executive Officer / Clerk of the Court
By: [signature] Deputy
P. Drummer-Williams

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

FRANCISCO GONGORA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

DC LOGISTICS, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CV049652

CLASS ACTION

[Assigned for all purposes to the Hon. Patrick McKinney, Dept. 18]

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: January 28, 2026
Time: 1:30 p.m.
Dept.: 18

CRS# A-49652-001

Action Filed: November 2, 2023
Trial Date: None Set

Electronically Received 01/21/2026 05:28 PM

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Attorneys for Plaintiffs

The Motion of Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga ("Plaintiffs") for Preliminary Approval of Class Action Settlement (the "Motion") came on regularly for hearing before this Court on January 28, 2026 at 1:30 p.m. This Court has considered the proposed Settlement Agreement (the "Settlement") between Plaintiffs and Defendant DC Logistics, LLC ("Defendant" or "DCL") (together, the "Parties") attached as Exhibit 1 to the Declaration of Tuvia Korobkin filed concurrently with the Motion. The Court has also considered the Motion, Memorandum of Points and Authorities in support thereof, supporting declarations filed therewith, as well as the amended Notice Packet attached hereto as Exhibits A and B.

In light of the foregoing, and GOOD CAUSE appearing, the Court HEREBY ORDERS AS FOLLOWS:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable, and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

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

2. For purposes of the Settlement, the Court designates Plaintiffs as Class Representatives, and the Court designates Tuvia Korobkin and Nancy Goodes of Marquee Law Group, APC; and John G. Yslas, Jeffrey C. Bils, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel.

3. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the amended Notice of Pendency of Class Action and Proposed Settlement ("Class Notice") and Notice of Estimated Settlement Payment (together, the "Notice Packet"), which are attached to this Order as Exhibits A and B.

5. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to members of the Settlement Class, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of the Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any valid objection to the Settlement in accordance with due process.

8. The Court directs the Settlement Administrator to mail the Notice Packet to the members of the Settlement Class in accordance with the terms of the Settlement.

9. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 18 of this Court, located at 1221 Oak Street, Oakland, California 94612 on July 1, 2026 at 1:30 p.m.

10. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of litigation expenses, enhancement awards to Plaintiffs, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

11. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' enhancement awards, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the schedule set forth below.

12. An implementation schedule is below:

Event	**Date**
Defendant to provide Class Data to Settlement Administrator no later than:	30 days after preliminary approval
Settlement Administrator to mail Notice Packets to Settlement Class members no later than:	10 Court days after receipt of Class Data
Deadline for Settlement Class members to submit requests for exclusion, objections, or disputes:	60 calendar days after mailing of Notice Packets
Deadline for Plaintiffs to file Motion for Final Approval:	June 2, 2026
Final Approval Hearing:	July 1, 2026 at 1:30 pm

13. To the extent any of the above deadlines falls on a weekend or Court holiday, the deadline will be extended to the next day that is not a weekend or Court holiday.

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: January 28, 2026

Hon. Patrick McKinney
Judge of the Superior Court
Patrick McKinney / Judge

EXHIBIT A

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 website, <<SETTLEMENT WEBSITE URL>>.

What is this case about?

Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga ("Plaintiffs") 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?

The Court has appointed the following attorneys as Class Counsel. You may contact Class Counsel for more information about the Settlement or to ask any questions you may have about the Settlement. Both of the law firms below can provide assistance in English and Spanish.

MARQUEE LAW GROUP, APC Tuvia Korobkin tuvia@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 G. Yslas john.yslas@wilshirelawfirm.com Jeffrey C. Bils jeffrey.bils@wilshirelawfirm.com Emily K. Borman emily.borman@wilshirelawfirm.com Courtney M. Miller courtney.miller@wilshirelawfirm.com 660 S. Figueroa Street, Sky Lobby Los Angeles, California 90017 Tel: (213) 381-9988 www.wilshirelawfirm.com

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:

> Settlement Administration Costs. 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.
>
> Attorneys' Fees and Costs. 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.
>
> Class Representative Service Payments. 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.
>
> PAGA Civil Penalties. 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.

Calculation of Settlement Class Members' Settlement Awards. 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:

NSA Payment: 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.

PAGA Amount Payment: 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.

Deposit of Gross Settlement Amount. 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?

<u>Disputing Information in Notice of Estimated Settlement Award</u>. 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.

<u>Exclude Yourself from the Class Portion of the Settlement</u>. If you **<u>do not</u>** 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.

<u>Objecting to the Settlement</u>. 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 18 of the Alameda County Superior Court, located at 1221 Oak 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. If you would like to confirm the date and time of the Final Approval Hearing, please visit the Settlement website at <<SETTLEMENT WEBSITE URL>>. **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 visit the Settlement website at <<SETTLEMENT WEBSITE URL>>. The website contains important documents pertaining to the Litigation and the Settlement, as well as important dates such as the Final Approval Hearing date and time.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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.

EXHIBIT B

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>>.

PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

On January 21, 2026 I served the foregoing document(s) described as:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on all interested parties in this action by transmitting a true copy of the document(s) described above, addressed as follows:

SEE ATTACHED SERVICE LIST

( ) **BY MAIL** as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Beverly Hills, California.

( ) **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the above addressee(s).

( ) **BY OVERNIGHT COURIER:** I am "readily familiar" with the firm's practice of collecting and processing overnight deliveries, which includes depositing such packages in a receptacle used exclusively for overnight deliveries. The packages were deposited before the regular pickup time and marked accordingly for delivery the next business day.

(X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served electronically to the address of the recipient(s) as set forth below. I am readily familiar with the Code of Civil Procedure and California Rules of Court for electronic service and this document/these documents were duly served electronically in accordance with said rules and regulations on the date stated above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 21, 2026 at Beverly Hills, California.

Kimberly Gomez Garcia

Kimberly Gomez Garcia

SERVICE LIST:

Ogletree, Deakins, Nash, Smoak & Stewart PC c/o Ryan H. Crosner, Esq. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 E: *ryan.crosner@ogletree.com; Elizabeth.Mendoza@ogletreedeakins.com*	*Attorneys for Defendants DC Logistics, LLC*
Ogletree, Deakins, Nash, Smoak & Stewart PC c/o Paul Smith, Esq. 500 Capitol Mall, Suite 2500 Sacramento, CA 95814 E: *paul.smith@ogletree.com; elaine.blizzard@ogletreedeakins.com*	*Attorneys for Defendants DC Logistics, LLC*
WILSHIRE LAW FIRM, PLC c/o John G. Yslas, Esq. c/o Jeffrey C. Bils. Esq. c/o Aram Boyadjian, Esq. c/o Andrew Sandoval, Esq. c/o Courtney M. Miller, Esq. 660 S. Figueroa Street, Sky Lobby Los Angeles, California 90017 E: *john.yslas@wilshirelawfirm.com; jbils@wilshirelawfirm.com; aram.boyadjian@wilshirelawfirm.com; andrew.sandoval@wilshirelawfirm.com; courtney.miller@wilshirelawfirm.com*	*Attorneys for Plaintiffs LUIS ANGEL DIAZ and JUAN CARLOS ARTEAGA*

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 02/02/2026 Chad Finke, Executive Officer / Clerk of the Court By: ______ Deputy P. Drummer-Williams
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: Francisco Gongora et al	
DEFENDANT/RESPONDENT: DC LOGISTICS, LLC, a Delaware limited liability company et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV049652

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
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Chad Finke, Executive Officer / Clerk of the Court

Dated: 02/02/2026

By:

P. Drummer-Williams, Deputy Clerk