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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

[Assigned for All Purposes to the Honorable Patrick McKinney, Dept. 18]

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

Final Approval Hearing:

Date: August 26, 2026

Time: 1:30 p.m.

Dept.: 18

Action Filed: November 2, 2023

1 Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga's ("Plaintiffs")
2 Motion for Final Approval of Class Action and PAGA Settlement came before this Court on
3 August 26, 2026, at 1:30 p.m., in Department 18 of the Superior Court of California, County of
4 Alameda, located at 1221 Oak Street, Oakland, California 94612. Plaintiffs now seek an order
5 granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement")
6 between Plaintiffs and Defendant DC Logistics, LLC ("Defendant") (Plaintiffs and Defendant
7 collectively, the "Parties"), a copy of which is attached to the Declaration of Tuvia Korobkin in
8 Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement
9 as **Exhibit 1**.

10 On January 28, 2026, this Court issued an Order Granting Plaintiffs' Motion for
11 Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order").
12 In accordance with the Preliminary Approval Order, Settlement Class members have been given
13 notice of the terms of the Settlement and the opportunity to comment on or object to it or to
14 exclude themselves from its provisions.

15 Having received and considered the Settlement Agreement, the supporting papers filed
16 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
17 Approval of Class Action and PAGA Settlement granted on January 28, 2026, and the instant
18 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
19 well as oral argument presented to the Court, the Court grants final approval of the Settlement
20 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

21 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
22 including all Settlement Class members.

23 2. The Court finds that the Settlement Class, as defined below, is properly certified as
24 a class for settlement purposes only:

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

27 3. "Class Period" means the period from November 2, 2019 to January 11, 2025.

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1 4. The Court appoints Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos
2 Arteaga as Class Representatives for settlement purposes only.

3 5. The Court appoints John G. Yslas, Jeffrey C. Bills, Mohamed Bholat, and Lucy H.
4 Nguyen of Wilshire Law Firm, PLC and Tuvia Korobkin and Nancy Goodes of Marquee Law
5 Group as Class Counsel for settlement purposes only.

6 6. Pursuant to the Preliminary Approval Order, a Class Notice was sent to each
7 Settlement Class member by first-class mail. These papers informed Settlement Class members of
8 the terms of the Settlement, their right to receive a settlement share, their right to comment on or
9 object to the Settlement or to opt out of the Settlement, and their right to appear in person or by
10 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
11 periods of time were provided by each of these procedures.

12 7. No Settlement Class members objected to the Settlement.

13 8. Only one Settlement Class member, Reynaldo Antonio Amaya, timely requested
14 exclusion from the Settlement.

15 9. The Court finds and determines that this notice procedure afforded adequate
16 protections to Settlement Class members and provides the basis for the Court to make an informed
17 decision regarding approval of the Settlement based on the responses of Settlement Class members.
18 The Court finds and determines that the notice provided in this case was the best notice practicable,
19 which satisfied the requirements of law and due process.

20 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
21 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
22 requirements for final approval of this class action settlement under California law, including the
23 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
24 3.769.

25 11. Settlement Class members who have not opted out will be bound by the Settlement.
26 PAGA Members (i.e., those Settlement Class members who worked for DC Logistics, LLC and/or
27 Pier Enterprises as on-exempt employees in California at any time from August 25, 2022 through
28 January 11, 2025 (the “PAGA Period”)) will release the PAGA claims released in the Settlement

1 and will receive a portion of the amount set aside for their share of the settlement of civil penalties,
2 regardless of whether they opt out of the Settlement.

3 12. The Court finds that Plaintiffs notified the Labor and Workforce Development
4 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
5 Labor Code § 2699(s).

6 13. No later than thirty (30) days after the Effective Date as defined in the Settlement
7 Agreement, Defendant will transfer the Gross Settlement Amount of \$2,475,000.00, plus the
8 employer’s share of payroll taxes, to the Settlement Administrator.

9 14. Within five (5) business days following Defendant’s deposit of the GSA and the
10 employer’s share of payroll taxes with the Settlement Administrator, the Settlement Administrator
11 will calculate Settlement Awards and provide the same to Class Counsel and Defense Counsel for
12 review and authorization to proceed. Within three (3) business days after receiving approval from
13 counsel to proceed, the Administrator will mail checks for all individual Settlement Awards, the
14 LWDA’s PAGA Payment, the Administration costs payment, the Class Counsel fees payment, the
15 Class Counsel litigation expenses payment, and the Class Representative Service Payments.
16 Disbursement of Class Counsel’s fees payment, Class Counsel’s litigation expenses payment, and
17 the Class Representative Service Payments shall not precede disbursement of individual Settlement
18 Awards.

19 15. Ten percent (10%) of the attorneys’ fees awarded to Class Counsel shall be held by
20 the Settlement Administrator in trust pending completion of the distribution process and Court
21 approval of a final accounting.

22 16. The “Effective Date” is defined as the day after both of the following have occurred:
23 (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and
24 (ii) Judgment approving the settlement becomes Final. “Final” shall mean, as applicable: (i) if there
25 is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of
26 dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the
27 California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of
28 the petition for writ of certiorari, or the date the Judgment is affirmed without material modification

1 pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
2 noticing any appeal of the Judgment.

3 17. In addition to any recovery Plaintiffs may receive under the Settlement, and in
4 recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves
5 payment from the Gross Settlement Amount of a Class Representative Service Payment to
6 Plaintiffs Francisco Gongora, Luis Angel Diaz, and Juan Carlos Arteaga in the amount of
7 \$10,000.00 per named plaintiff (\$30,000.00 total).

8 18. The Court approves payment from the Gross Settlement Amount for civil penalties
9 under PAGA in the amount of \$150,000.00, with the LWDA to receive 75% (\$112,500.00), and
10 the remaining 25% (\$37,500.00) to be distributed to PAGA Members as defined above, pursuant
11 to the terms of the Settlement. The Court finds and determines that such payment is fair, reasonable,
12 and appropriate.

13 19. The Court approves payment from the Gross Settlement Amount for attorneys' fees
14 to Class Counsel in the amount of \$866,250.00 and the reimbursement of litigation costs in the
15 amount of \$27,236.25. Both are reasonable amounts. The reasonableness of the fee award is
16 determined based on a reasonable percentage of the common fund obtained for the Settlement
17 Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects
18 the actual benefit obtained for the Settlement Class.

19 20. The Court approves payment from the Gross Settlement Amount for settlement
20 administration services in the amount of \$8,945.00 to the Settlement Administrator, Phoenix
21 Settlement Administrators. The Court finds that the requested Settlement Administration costs are
22 reasonable in light of the services performed and to be performed by Phoenix Settlement
23 Administrators in administering the Settlement.

24 21. Settlement Award checks will be valid for 180 days after mailing by the Settlement
25 Administrator. If a Settlement Class member fails to cash the check for his or her individual
26 Settlement Award within 180 days after it is mailed to him or her, the Settlement Administrator
27 will cancel such check and distribute the funds represented by the check to *cy pres* recipient Bay
28 Area Legal Aid.

22. Upon occurrence of the Effective Date and the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Settlement Awards, Settlement Class members will release claims against the Released Parties as follows:

(a) Released Class Claims: 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”).

(b) Released PAGA Claims: 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

1 for violations identified in Plaintiffs’ August 25, 2023, June 20, 2024, and September 16, 2024
2 PAGA notice letters to the LWDA, for the duration of the PAGA Period (“PAGA Released
3 Claims”).”

4 23. “Released Parties” means DC Logistics, LLC, Pier Enterprises, Inc., and its/their
5 parent companies, subsidiaries, and each of their owners, directors, officers, members, insurers,
6 and investors.

7 24. The Parties and Administrator are hereby ordered to comply with the terms of the
8 Settlement.

9 25. The Parties shall bear their own respective attorneys’ fees and costs except as
10 otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of
11 Class Action and PAGA Settlement.

12 26. Without affecting the finality of this order in any way, pursuant to California Code
13 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
14 interpretation, administration, implementation, effectuation, and enforcement of this order and the
15 Settlement.

16 27. The Court hereby enters final judgment in accordance with the terms of the
17 Settlement, the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and
18 PAGA Settlement, and this Order Granting Plaintiffs’ Motion for Final Approval of Class Action
19 and PAGA Settlement, subject to the Court’s retention of continuing jurisdiction over the Action
20 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
21 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
22 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

23 28. A Settlement Compliance Hearing is set for _____, at _____ a.m/p.m. in
24 Department 18 of the above-captioned Court.

25 29. A final report from the Settlement Administrator indicating that disbursements were
26 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
27 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
28 no appearance will be required at the Settlement Compliance Hearing. At the Compliance Hearing,

1 if the Court is satisfied that the Settlement has been disbursed properly, the Court will release the
2 10% attorneys' fees that were ordered held by the Settlement Administrator and authorize them to
3 be disbursed to Class Counsel.

4 **IT IS SO ORDERED.**

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6 Dated: _____

7 HONORABLE PATRICK MCKINNEY
8 JUDGE OF THE SUPERIOR COURT
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