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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEANDRE PIERCE, on behalf of himself, all others similarly situated, and on behalf of the general public,

Plaintiffs,

v.

QUALITY DRIVE AWAY, INC.; and DOES 1-100,

Defendants.

DEON GENTRY and DEON GENTRY, JR., as individuals and on behalf of all other Aggrieved Employees,

Plaintiffs,

v.

QUALITY DRIVE AWAY, INC., an Indiana corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2313410
[Consolidated with Case No. CIVSB2322025]

[*Assigned for all purposes to Hon. Joseph T. Ortiz, Dept. S17*]

DECLARATION OF PLAINTIFF DEON GENTRY JR. IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 15, 2026
Time: 1:30 p.m.
Dept.: S-17

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DECLARATION OF DEON GENTRY JR.

I, DEON GENTRY JR., declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I have been employed by Defendant Quality Drive Away, Inc. ("Defendant") as an employee since approximately 2019. In my role with Defendant, I transport various types of vehicles from one location to another for Defendant's customers. During my employment with Defendant, I, along with the other drivers, was subject to Defendant's wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was misclassified as an independent contractor. I provided vehicle delivery services, which is part of Defendant's regular business as a vehicle delivery company. Defendant maintained and controlled the transportation vehicles and center of operations at its facility. Defendant controlled when and how I picked up the vehicles for transport, and when and how to pick up and make deliveries.

4. I was paid on a piece-rate basis: per mile. As a result, I was not paid for the time I spent on pre- and post-trip inspections and time spent fueling the vehicles, completing paperwork, maintaining and washing the vehicles, as well as time waiting and travel time. Because I was misclassified and paid on a piece-rate basis, I was not paid at least minimum wage for all of my hours worked.

5. Because of the above issue, I do not believe I received accurate, itemized wage statements.

6. I also was not reimbursed for expenses required by my employment with Defendant, including equipment repaid/damage costs, "pullout" fees and other expenses. Defendant also deducted some of these expenses from my wages without my authorization.

7. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on March 12, 2026 and throughout the settlement process.

8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and Defendant's current employees by helping them recover money owed to them. As the named plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. For example, I knew that there was a risk that I could be responsible for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I accepted that burden for the benefit of other employees of Defendant because I wanted Defendant to pay its current and former employees for all unpaid wages according to the law and face consequences for not doing so.

9. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 48 hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding Defendant's timekeeping, break schedules, and other policies and procedures that Defendant required me and the hourly employees to follow, preparing and sitting for a deposition, and reviewing the settlement documents. I made sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted to understand everything before I signed it.

10. As part of the proposed Settlement, I have also agreed to a full general release of claims related to my employment with Defendant that extends beyond the release of claims applicable to members of the Class as defined in the Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

11. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for Defendant. I believe Defendant's policies and procedures were the same for all of Defendant's drivers in California. Since the same policies and procedures apply to myself and the other drivers, I believe they also were

not paid all wages earned, did not receive accurate wage statements, were not reimbursed for necessary business expenses, and were subject to unlawful deductions.

12. As far as I am aware, I have no conflicts of interest with any of the other drivers. I understand that as one of the proposed class representatives, I am responsible for representing the interests of all members of the class in litigation to recover money damages for the Class and I consider the interests of the Class and put the interests of the Class before my own interests.

13. I understand that my attorneys will request that the Court award me Service Award of $20,000.00 for my service and efforts on the case. This proposed $20,000.00 Service Award is not contingent upon me supporting the proposed Settlement.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 07/15, 2026 at Las Vegas, Nevada.

DB4L Inc (Jul 15, 2026 13:34:30 PDT)

Deon Gentry Jr.