SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND 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]

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE

Judge: Honorable Joseph T. Ortiz
Dept: S17
Date: August 11, 2026
Time: 1:30 p.m.

I. RECITALS

This action is currently pending before this Court as a putative class action and representative PAGA action (the "Action"). Plaintiff Deandre Pierce and Plaintiff Deon Gentry Jr. have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with Joint Stipulation and Settlement Agreement (the "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Court has read and considered the Memorandum of Points and Authorities in support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

II. FINDINGS

After review and consideration of the Agreement and Plaintiff's Preliminary Approval Motion and the papers in support thereof, the Court hereby finds and orders as follows:

1. The Agreement falls within the range of reasonableness meriting possible final approval.

2. The certification of the Class solely for purposes of settlement is appropriate in that: (a) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Class; and (e) a class action, and class-wide resolution of the action via class settlement procedures is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by this case.

4. Plaintiffs do not have any conflicts that would preclude them from serving as Class

Representatives, and the appointment comports with the requirements of due process.

5. Class Counsel does not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The Notice of Class Action Settlement ("Class Notice") attached as **Exhibit B** to the Agreement and to this Order complies with due process because the Class Notice is reasonably calculated to adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for notifying the Class Members and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Class is conditionally certified for purposes of settlement only: All drivers who contracted with Defendant, were assigned a home terminal in the State of California and were classified as independent contractors at any time from June 12, 2019, to May 11, 2026.

3. The Agreement provides for the following release as to Participating Class Members, which is hereby approved conditionally: All Participating Class Members shall release and discharge the Released Parties from any and all causes of action, claims, rights, damages, liquidated damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based on or arising from the factual predicates alleged, or that reasonably could have been alleged, in the operative First Amended Complaint in the Pierce Action, or which could have been pled in the operative First Amended Complaint in the Pierce Action during the Class Period, including, but not limited to: (a) any alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment; (c)

any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful deductions from wages; and (f) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the foregoing alleged claims; (collectively, "Released Class Claims"). This release is limited to the Class Period from June 12, 2019, to May 11, 2026.

4. This settlement also releases claims under the Private Attorneys General Act of 2004 ("PAGA"). These claims are asserted on behalf of all Aggrieved Employees is defined as: All current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job designations covered by, *inter* alia, California IWC Occupational Wage Order No. 9-2001, and Title 8, *California Code of Regulations,* section 11110, who drove for Defendant and who spent a majority of their work time in California and/or had their base of operations in California from August 28, 2023 through September 14, 2025.

5. The Agreement provides for the following release as to the alleged PAGA claims, which is hereby approved conditionally: All Aggrieved Employees, whether they submit a Request for Exclusion or not, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the operative Gentry PAGA Action Complaint or the PAGA Notice, including, but not limited to, claims for the following: (a) any alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment, (c) any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful deductions from wages; (f) any right or claim for unfair business practices in violation of California Business $: Professions Code $ 17200 et seg. based on the foregoing alleged claims; (g) any alleged failure to properly classify them as employees; and (h) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code *§ 2698, et seg.) based on the foregoing alleged claims, during the PAGA Period (collectively, "Released PAGA

Claims"). The time period for the release of the PAGA Released Claims shall be limited to the PAGA Period from June 22, 2022, to May 11, 2026.

6. The settlement appears to be fair, adequate and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court.

7. Plaintiff Deandre Pierce and Deon Gentry Jr. are conditionally approved as the Class Representatives for the Class.

8. The proposed Class Representative Enhancement Payment of $20,000 each ($40,000 total), payable to Plaintiff Deandre Pierce and Plaintiff Deon Gentry Jr. for their services as class representative is conditionally approved.

9. Mara Law Firm, PC; Lidman Law, APC; and Haines Law Group, APC are conditionally approved as Class Counsel for the Class.

10. The proposed awards of up to $700,000 in attorneys' fees and up to $60,000 in actual costs payable to Class Counsel are conditionally approved.

11. A Final Approval Hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and Class Representative Enhancement Payments should be finally approved as fair, reasonable, and adequate as to Class Members is scheduled in Department S17 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Phoenix Settlement Administrators (hereinafter "Phoenix") as the Settlement Administrator.

13. The proposed payment of up to $11,175 in costs to Phoenix for its services as the Settlement Administrator is conditionally approved.

14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of $75,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to Aggrieved Employees).

15. The Court approves, as to form and content, the Class Notice in substantially the form attached as **Exhibit B** to the Agreement and this Order. The Court approves the procedure

for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the Class Notice by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	Ten (10) business days after entry of the Preliminary Approval Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members	Ten (10) business days from receipt of the Class and PAGA Data
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	60 days from the mailing of the Class Notices
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	_____ at _____

IT IS SO ORDERED.

Dated: _____

By_____
Honorable Joseph T. Ortiz
Superior Court Judge

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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEANDRE PIERCE and DEON GENTRY, JR. on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No. CIVSB2313410 consolidated with Case No. CIVSB2322025

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: All drivers who contracted with Defendant, were assigned a home terminal in the State of California, and were classified as independent contractors at any time from June 12, 2019, to May 11, 2026. Collectively, these individuals will be referred to as "Settlement Class Members."

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. In exchange for the settlement payment, you will release claims against the Defendant as detailed below. **Your estimated Settlement Award is explained in the accompanying Notice of Settlement Award**. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. **If you request exclusion, you will receive no money from the Settlement. However, if you are a PAGA Employee who requests exclusion, you will still receive an amount as your share of the PAGA civil penalties described below**. You are a "PAGA Employee" if you worked for Defendant Quality Drive Away, Inc. as a driver and were assigned a home terminal in the State of California, and were classified as independent contractors in California at any time during the time period between June 22, 2022 and May 11, 2026. Instructions are set forth below.
Object	Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. Directions are provided below.

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Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") entitled *Deandre Pierce and Deon Gentry, Jr., on behalf of themselves and on behalf of all persons similarly situated, v. Pinnacle Driveaway,, Inc.,* San Bernardino County Superior Court Case No. CIVSB2313410 consolidated with Case No. CIVSB2322025 (the "Lawsuit"). 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 this Settlement. Defendant Quality Drive Away, Inc.'s ("Defendant") records show that you contracted as a driver with Defendant, were assigned a home terminal in the State of California, and were classified as an independent contractor at some time from June 12, 2019 to May 11, 2026 (the "Class Period"). 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 Lawsuit, to inform you of the terms of the 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.

What is this case about?

Plaintiffs Deandre Pierce and Deon Gentry, Jr. (collectively, "Plaintiffs") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former drivers classified by Defendant Quality Drive Away, Inc. as independent contractors at any time between June 12, 2019 and May 11, 2026 and who were assigned to a California terminal. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendant misclassified the drivers as independent contractors and failed to provide Settlement Class members all minimum wages, unlawfully deducted amounts from wages owed, failed to provide accurate, itemized wage statements, failed to reimburse all necessary business expenses, and failed to pay all wages upon separation of employment. As a result of the foregoing alleged violations, Plaintiffs also allege that Defendant engaged in unfair business practices and is liable for civil penalties under the California Labor Code Private Attorney General Act of 2004 ("PAGA").

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, and it expressly denies all liability.

The Court has not ruled that Defendant violated any laws or whether Plaintiffs or any other person is entitled to damages or other relief. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, 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 are still providing services to Defendant, your decision about whether to participate in the Settlement will not affect your relationship with Defendant. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant 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.

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Who are the Attorneys?

Attorneys for the Plaintiffs/ Settlement Class Members:	Attorneys for Defendant
LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com **HAINES LAW GROUP, APC** Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com **MARA LAW FIRM, PC** David Mara, Esq. (230498) Carter Cordura, Esq. (359252) 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-283	**SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP** Damian M. Moos dmoos@scopelitis.com 100 Spectrum Center Drive, Suite 900 Irvine, California 92618 Telephone: (949) 800-8601 Fax: (626) 795-4790

What are the terms of the Settlement?

On [**INSERT DATE OF PRELIMINARY APPROVAL**], the Court preliminarily certified a class, for settlement purposes only, of all drivers who contracted with Defendant, were assigned a home terminal in the State of California, and were classified as independent contractors at any time from June 12, 2019, to May 11, 2026. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $2,000,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, and the Class Representatives' Service Awards.

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 an amount not to exceed $11,175.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying

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all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be $700,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed $60,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representatives service awards in the amount not to exceed $20,000.00 each (for a total of $40,000.00), to compensate them for their services and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of $75,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifty Six Two Thousand Two Hundred Fifty Dollars and Zero Cents ($56,250.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($18,750.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. 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 at approximately $<< >>, to be shared among an up to << >> estimated Settlement Class members. The NSA will be divided as follows:

(i) The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of trips worked as an independent contractor driver during the Class Period, the numerator of which is the Settlement Class member's total trips worked as an independent contractor driver during the Class Period, and the denominator of which is the total trips worked as independent contractor drivers by all Settlement Class members (who do not opt out) who worked during the Class Period. The term "trip" shall mean an instance in which a Class Member accepted an assignment from Defendant and took possession of a load, whether or not delivery of the load was fully completed.

PAGA Amount. In addition, Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($18,750.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of trips that he or she worked during the time period between June 22, 2022 and May 11, 2026 ("PAGA Period") which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of trips worked as an independent contractor driver during this time period that began or ended in California, and the denominator of which is the total number of trips worked by all PAGA Employees during the same time period that began or ended in California. The payments to PAGA Employees shall be reported as penalties on a Form 1099.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class Members or PAGA Employees whose checks were not cashed within 180 days after mailing will be transferred to the California Secretary of State - Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member or PAGA Employee.

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Payment by Defendant of Gross Settlement Amount. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members and PAGA Employees based on the following schedule:

(1) First Installment: Defendant shall deposit with the Settlement Administrator One Million Dollars and Zero Cents ($1,000,000.00) on the latter of (a) December 12, 2026, or (b) 30 calendar days after days after the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed all appeals have been dismissed; or (c) the final resolution overruling any objection and denying the basis of any appeal that has been filed. Defendant shall also deposit any employer side-taxes owed and calculated by the Settlement Administrator as part of the First Distribution as defined in Paragraph 5.B below within ten (10) calendar days of written notice from the Settlement Administrator of the total of said tax amount;

(2) Second Installment: Defendant shall deposit with the Settlement Administrator Five Hundred Thousand Dollars and Zero Cents ($500,000.00), which shall be paid in four (4) quarterly installments commencing three (3) months after the First Installment is paid by Defendant. For clarity, each quarterly installment shall be paid on or before the last date of the applicable calendar month; and

(3) Third Installment: Defendant shall deposit with the Settlement Administrator Five Hundred Thousand Dollars and Zero Cents ($500,000.00), which shall be paid in four (4) quarterly installments commencing three (3) months after the Second Installment is paid by Defendant. For clarity, each quarterly installment shall be paid on or before the last date of the applicable calendar month. Defendant shall also deposit any employer side-taxes owed and calculated by the Settlement Administrator as part of the Second Distribution as defined below within ten (10) calendar days of written notice from the Settlement Administrator of the total of said tax amount.

Within ten (10) calendar days following Defendant's deposit of the First Installment of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate amounts owed as part of what is defined as the "First Distribution" and provide the same to counsel for the Parties for review and approval. The First Distribution will be paid by the Settlement Administrator as follows: (1) Plaintiffs' full Class Representative Service Awards awarded by the Court; (2) Fifty Percent (50%) of Class Counsel's attorneys' fees awarded by the Court; (3) the full costs/expenses to Class Counsel awarded by the Court; (4) the full Settlement Administrator expenses; (5) the full PAGA civil penalties approved by the Court to both the LWDA and Aggrieved Employees; and (6) after the amounts described above are deducted from the First Installment, the remaining partial sum of the Net Settlement Amount will be paid as partial Settlement Awards to the Class Members who do not opt out of the Settlement. Within seven (7) calendar days of approval by counsel for the Parties of the First Distribution amounts, the Settlement Administrator will prepare and send the amounts described above and as approved by the Court. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

Within ten (10) calendar days following Defendant's deposit of the final payment of the Third Installment of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate amounts owed as part of what is defined as the "Second Distribution" and provide the same to counsel for the Parties for review and approval. The Second Distribution will be paid by the Settlement Administrator as follows: (1) the remaining Fifty Percent (50%) of Class Counsel's attorneys' fees awarded by the Court; and (2) the remaining partial sum of the Net Settlement Amount will be paid as the remaining portions of the Settlement Awards to the Class Members who do not opt out of the Settlement. Within seven (7) calendar days of approval by counsel for the Parties of the Second Distribution amounts, the Settlement Administrator will prepare and send the amounts described above and as approved by the Court. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Any portion of each Settlement Award that is provided for the PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, ten percent (10%) of each Settlement Award shall be allocated as wages, and ninety percent (90%) of each Settlement Award shall be allocated as non-wages (i.e.,

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reimbursement, penalties and interest). The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Settlement Administrator, Defendant and its counsel, 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.

Settlement Class Members' Release. If the Court approves the Settlement, the Settlement Class, Plaintiffs and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge Defendant and all of its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or and assigns, as well as its past, present, and future officers, directors, shareholders, members, managers, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, and administrators (collectively the "Released Parties") from any and all causes of action, claims, rights, damages, liquidated damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based on or arising from the factual predicates alleged, or that reasonably could have been alleged, in the operative First Amended Complaint in the Pierce Action, or which could have been pled in the operative First Amended Complaint in the Pierce Action during the Class Period, including, but not limited to: (a) any alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment; (c) any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful deductions from wages; and (f) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the foregoing alleged claims (collectively, "Released Class Claims"). The Class Members do not release any claims other than those set forth above, including without limitation claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The time period of the Released Claims shall be the same time period as the Class Period.

PAGA Employees' PAGA Release. If the Court approves the Settlement, in his capacity as a private attorney general "aggrieved employee" acting on behalf of himself, the State of California and the PAGA Employees (collectively, "PAGA Releasors"), and in consideration of the PAGA Amount, Plaintiff Deon Gentry Jr., on behalf of the PAGA Releasors, releases and discharges the Released Parties from any and all Released PAGA Claims (defined below) that arose during the PAGA Period. All Aggrieved Employees, whether they submit a Request for Exclusion or not, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the operative Gentry PAGA Action Complaint or the PAGA Notice, including, but not limited to, claims for the following: (a) any alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment; (c) any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful deductions from wages; (f) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the foregoing alleged claims; (g) any alleged failure to properly classify them as employees; and (h) any right or claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, et seq.) based on the foregoing alleged claims, during the PAGA Period (collectively, "Released PAGA Claims").

The time period of the PAGA Released Claim is between June 22, 2022 and May 11, 2026 ("PAGA Period").

You cannot submit a Request for Exclusion from the PAGA Release.

The releases identified herein will only be effective upon the Effective Date. Upon the Effective Date, all Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Claims.

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Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of trips you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

If your address is incorrect or has changed, you must notify the Settlement Administrator. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The Settlement Administrator is: _____ (800) _____.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of trips you worked during the Class Period, if any, and the number of trips you worked during the PAGA Period, if any. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. Send disputes directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>.

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, including the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement. If a resolution cannot be reached by and among the Parties and the Settlement Administrator, the Court will render all final decisions on disputes.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending a written "Request for Exclusion from the Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, your signature, and a statement indicating that you would like to be excluded from the Class Action Settlement. The Request for Exclusion should state something to the effect of:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *DEANDRE PIERECE, ET AL. V. QUALITY DRIVE AWAY, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you took any trips between June 22, 2022 and May 11, 2026.

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Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the 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 Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>. Send written objections directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department S-17 of the San Bernardino County Superior Court, located at 247 W 3rd St., San Bernardino, California 92408. You have the right to appear either remotely, in person or through your own attorney at this hearing. 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>>. All objections or other correspondence must state the name and number of the case (*Deandre Pierce, et al. v. Quality Drive Away, Inc.*. San Bernardino County Superior Court, Case No. CIVSB2313410 consolidated with Case No. CIVSB2322025.

If you object to the Settlement, you will remain a member of the Settlement Class, 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.

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 S-17 of the San Bernardino County Superior Court, located at 247 W 3rd St., San Bernardino, California 92408. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (http://.com). The Court's final judgment will also be posted on the Settlement Administrator's website.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 W 3rd St., San Bernardino, California 92408. You may get more details by examining the Court's file on the Court Access website for the California Superior Court for the County of San Bernardino (https://www.cap.sb-court.org/search) and entering the Case No. CIVSB2313410 consolidated with Case No. CIVSB2322025 in the Case Number Search field. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

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.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

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NOTICE OF SETTLEMENT AWARD

Deandre Pierce and Deon Gentry, et al. v. Quality Drive Away, Inc.

SAN BERNARDINO COUNTY SUPERIOR COURT, CASE NO. CIVSB2313410 CONSOLIDATED WITH CASE NO. CIVSB2322025

Please complete, sign, date 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

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

According to the records of Quality Drive Away, Inc. ("Defendant"):

(a) You worked for Defendant as an independent contractor driver and worked a total of __ trips between June 12, 2019 and May 11, 2026.

(b) You worked for Defendant as an independent contractor driver and worked a total of __ trips between June 22, 2022 and May 11, 2026.

Based on the above, your Individual Settlement Award is estimated to be $_____.

(IV) If you disagree with items (a) or (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 Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>