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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,

Plaintiff,

v.

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

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 SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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

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DEON GENTRY, JR.

I, SCOTT M. LIDMAN, declare as follows:

1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the named plaintiff Deon Gentry, Jr. ("Plaintiff Gentry, Jr.") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. 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 am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa cum laude*. During law school, I worked as a summer associate for the international employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

3. Since graduating from law school, my practice has focused exclusively on employment litigation. In September 1998, I began working as an associate attorney at the international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in the world exclusively devoted to representing management in employment, employee benefits and labor law matters.

4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which was at the time one of the largest international firms in the world. During my employment at Jones Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my time working on wage and hour class actions venued in both state and federal courts. During that time and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

5. During my employment at Littler Mendelson, I played a significant role in the class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court

to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification. I also supervised the work of several junior attorneys who were staffed on the same wage and hour class actions.

6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United States District Court, Central District of California, Honorable Gary Klausner, presiding[1].
- *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN, United States District Court, Central District of California, Honorable Percy Anderson, presiding.

[1] My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.[2]
- *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United States Distrct Court, Central District of California, Honorable Percy Anderson, presiding.
- *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United States Distrct Court, Central District of California, Honorable Percy Anderson, presiding.
- *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.[3]
- *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC, United States District Court, Southern District of California.[4]
- *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of Solano, Honorable Paul Berman, presiding.
- *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California Superior Court, County of Orange, Honorable William Claster, presiding.
- *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California Superior Court, County of Orange, Honorable William Claster, presiding.
- *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District Court, Central District of California, Honorable Andrew Guilford, presiding.[5]

[2] My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.
[3] This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.
[4] The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.
[5] The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United States District Court, Southern District of California, Honorable John A. Houston, presiding.
- *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Northern District of California.
- *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Jeffrey B. Barton, presiding.
- *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court, County of Santa Clara.
- *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court, County of San Francisco.

► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District Court, Northern District of California, Honorable Richard Seeborg, presiding.

7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout California, with several of them having been removed to Federal courts. I believe that my professional experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc*., Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc*., Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc*., Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

Highberger presiding; *Rodriguez v. H.F. Cox, Inc*., Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc*., Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds,* Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,* Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC,* Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding*; Romero v. Fillmore Hospitality, LLC,* Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding*; Wennerstrom, et al. v. Giant Inland Empire R.V. Center,* Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC,* Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

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10. On June 12, 2023, Plaintiff Deandre Pierce ("Plaintiff Pierce") filed a wage and hour class action against Defendant Quality Drive Away, Inc. ("Defendant") in San Bernardino County Superior Court, Case No. CIVSB2313410 (the "Pierce Action"). In the Pierce Action, Plaintiff Pierce alleged the following causes of action: failure to pay all straight time wages at statutory minimum wage; knowing and intentional failure to comply with itemized employee wage statement provisions; failure to pay all wages due at the time of termination of employment; failure to reimburse/illegal deductions; and violation of unfair competition law.

11. On June 22, 2023, Plaintiff Gentry, Jr. gave written notice to the Labor Workforce and Development Agency ("LWDA") and filed a wage and hour class action against Defendant in San Bernardino County Superior Court, Case No. CIVSB2314287 (the "Gentry Class Action"). On August 28, 2023, Plaintiff Gentry, Jr. filed a separate action against Defendant in San Bernardino County Superior Court, Case No. CIVSB2322025 asserting a single claim for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") (the "Gentry PAGA Action").

12. On March 11, 2025, pursuant to a stipulation between the Parties, the Court consolidated the Pierce Action with the Gentry PAGA Action (Case No. CIVSB2313410) being the lead action. On March 29, 2024, a First Amended Complaint was filed in the Pierce Action which added Plaintiff Gentry, Jr. and his claims to the case. On April 4, 2024, the Court in the Gentry Class Action dismissed the action without prejudice because the parties and claims were included in the Pierce Action.

13. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary theories of liability are related to Defendant's misclassification of drivers as independent contractors. Plaintiffs argue that Defendant cannot satisfy Prong B of the *Dynamex* ABC test, which requires the worker to perform work that is outside the usual course of the hiring entity's business. Plaintiffs allege that Defendant displays on its website that its business is "delivering and transporting commercial trucks, busses, and recreational vehicles." Plaintiffs and class members are the ones who deliver and transport said trucks, buses, and vehicles. As such, Plaintiffs contend they work within Defendant's usual course of business and were misclassified. Plaintiffs also assert that Prong A – which requires

that workers be free from the control and direction of the hiring entity in connection with the performance of the work (both under the contract for the performance of the work and in fact) – could not be satisfied because Defendant controlled nearly every aspect of the delivery details. Namely, Defendant told drivers when they needed to pick up deliveries, Defendant told drivers when they needed to complete deliveries by, and Defendant provided numerous instructions that drivers had to follow during deliveries. Plaintiffs additionally argue that any choice-of-law issue would pose no threat to certification given the provision merely suggests that Indiana law will apply to contract interpretation disputes. Plaintiffs also contend that this is not a dispute over what the driver contracts say, but rather whether Defendant violated employee protections under California law.

14. Defendant argues that Indiana law, as opposed to California law, applies to whether an employment relationship has formed. Defendant relies on its driver contract agreements which include an Indiana choice-of-law provision. Defendant notes that this choice-of-law issue would render class certification completely improper because, in order to determine what law applies, the Court would have to inquire into where class members primarily reside and work, which Defendant argues can only be done on an individualized basis. Defendant notes that this would render any trial completely unmanageable, particularly considering drivers preform work all throughout the country. Defendant also argues that it does properly classify drivers as independent contractors, and that Plaintiffs attempt to oversimplify the analysis of the ABC test. Defendant notes that Indiana has a substantively identical ABC test, and that the Indiana Supreme Court in *Q.D.A., Inc. v. Indiana Dep't of Workforce Dev.* (Ind. Sup. Ct. 2019) 114, N.E. 3d 840, 845-848, already determined that Defendant has properly classified its drivers as independent contractors. Specifically, the Indiana Supreme Court found that Defendant was effectively a brokerage that simply connected drivers with customers who needed hauling services. Thus, the court ruled that Defendant's business is distinct from the drivers and that Defendant did not control the work of drivers. While this is not a California Supreme Court decision, it involves the same Defendant and addresses the very issue that is at the heart of this case

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15. As a result of misclassification, Plaintiffs contend that Defendant failed to pay class members minimum wage for all hours worked. Plaintiffs assert that Defendant only pays drivers by the mile or by the trip, which exclusively compensates drivers for hauling tasks and fails to compensate drivers for other required work.

16. In regard to Plaintiffs' failure to provide minimum wage claim, Defendant argues that its contracts are not so limited in their compensation. Rather, Defendant argues, its contracts specify that it pays drivers for all tasks, including driving and non-driving tasks.

17. Plaintiffs contend that Defendant unlawfully deducted business expenses from class members. Plaintiffs claim that Defendant extracted money from Plaintiffs and class members to pay for expenses encountered during their runs, such as for lodging or fuel. Notably, Defendant would give drivers an "advance" which Plaintiffs claim was strictly meant to pay for fuel for trips. Defendant would then inevitably claw back and deduct these advances, and thus force drivers to incur costs for fuel for every trip.

18. Defendant reiterates that this underlying claim is worthless considering Plaintiffs and drivers are not employees but independent contractors. Defendant also argues that Plaintiffs are incorrect and that there is no mandate that the advanced funds could only be used for fuel. Instead, Defendant claims that advances could be used as the drivers saw fit. Moreover, Defendant claims that it could provide declarations from drivers proving that drivers regularly used advanced funds for non-work related purposes. Thus, Defendant maintains that whether, and the extent to which, business expenses were incurred could not be adjudicated on a class-wide basis and would be riddled with individualized inquiries.

19. Plaintiffs also bring derivative claims for failure to provide accurate itemized wage statements and timely pay final wages by virtue of Defendant's failure to pay for all hours worked and unlawful business expense deductions.

20. Defendant contends that even if Plaintiffs were successful in their underlying claims, they would have to prove Defendant "willfully" failed to pay employees the appropriate wages and premiums due upon separation of employment. Defendant contends that any failure to pay wages due

at the separate of employment was not willful and that it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those wages. Defendant also argues that Plaintiffs' underlying claims cannot form the basis of their wage statement claim.

21. Plaintiffs' main PAGA claim arises under Labor Code section 226.8, for the willful misclassification of drivers as independent contractors. Plaintiffs claim that Defendant's misclassification was willful considering California's ABC test has been in effect throughout the entirety of the class period. Moreover, that Defendant had no legitimate basis to believe in the lawfulness of its classification, particularly considering drivers preform work that is central to Defendant's business.

22. Defendant maintains that Plaintiffs' misclassification claim could be defeated both at certification and on the merits for the reasons discussed previously. Defendant notes, at the very least, that its classification could not be considered willful. Specifically, Defendant points out that Indiana has a nearly identical ABC test and the Indiana Supreme Court, as discussed above, sided with Defendant when facing the same issues Plaintiffs present here. Thus, the question on the willfulness here would come down to whether Defendant reasonably relied on that ruling or should have known California would rule differently.

23. The majority of Defendant's potential exposure is a result of alleged unlawful deductions from wages and failure to reimburse claims, which is over six times more than the estimated exposure for unpaid wages.

24. These considerations, not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. Plaintiffs carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures.

25. Prior to mediation, Defendant responded to each Plaintiff's formal written discovery requests, including providing thousands of responsive documents. Defendant produced a class list after completing a Belaire West notice procedure and Plaintiffs engaged in substantial communications with class members after receiving this list. Additionally, Plaintiffs took the depositions of Defendant's

Person Most Qualified witnesses, William James Martin, and retained an expert in this matter as part of its filing of a Motion for Class Certification. Likewise, Defendant took the Depositions of Plaintiff Pierce and Plaintiff Gentry Jr. After a review and analysis of the documents and information produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

26. The Parties attended two full-day mediations. The Parties held the first mediation with respected wage and hour mediator Kelly Knight on February 11, 2025, which was unsuccessful. The Parties then proceeded with litigation and preparing for class certification. After Defendant filed its Opposition to Class Certification, but prior to Plaintiffs filing their Reply, the Parties agreed to attend a second mediation with respected wage and hour mediator Stephanie Chow on March 12, 2026, which ultimately resulted in the present settlement. In the months that followed, the Parties finalized the terms of settlement and executed the Stipulation of Class Action and PAGA Settlement ("Settlement").

27. Plaintiffs submitted the Stipulation of Class Action and PAGA Settlement with their Motion for Preliminary Approval to the Court and the LWDA on July 15, 2026.

28. On August 24, 2026, the Court signed an Order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit 1**.

29. On August 26, 2026, Plaintiffs provided the LWDA with a copy of the signed Order Granting Preliminary Approval. A true and correct copy of the confirmation of submission to the LWDA of the signed Order Granting Preliminary Approval is attached hereto as **Exhibit 2**.

30. The Settlement Class encompasses: 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.

31. Class Counsel is requesting 35% of the Gross Settlement Amount be allocated to attorneys' fees. In my experience in wage and hour class action matters similar to this one, fee awards generally average around one-third of the gross recovery.

32. The fee award will be split between Mara Law Firm, PC; Haines Law Group, APC; Lidman Law, APC; and Stonebrook Law. Plaintiffs have provided written approval of the split of attorneys' fees in this action.

33. My law firm and/or co-counsel's firm work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, drafting discovery requests, reviewing Defendant's discovery responses and thousands of responsive documents, drafting discovery responses, drafting a Belaire West notice, communications with potential class members, preparing for and taking the deposition of Defendant's PMK, preparing and defending each Plaintiff at their deposition, drafting the motion for class certification, drafting two mediation briefs, preparing for and attending two full-day mediations, negotiating and revising the long-form Settlement, drafting the preliminary approval motion and attending the hearing, fielding calls from Class Members, communicating with the Settlement Administrator, preparing this Motion, and otherwise litigating the case.

34. Since undertaking representation of Plaintiffs, Class Counsel has borne the costs of for over three years without receiving any compensation to date. To date, Lidman Law, APC and Haines Law Group, APC have together incurred a total of $21,906.89 in actual costs and have devoted substantial time to this litigation and expect to incur approximately $450.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of $22,356.89. A true and correct copy of my firm's and Haines Law Group, APC's costs summary in this matter is attached hereto as **Exhibit 3**.

35. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved nuanced legal issues including questions surrounding the classification of workers and the propriety of statutory penalties, to name just a few.

36. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiffs were successful. By the time I (or someone from my firm and/or co-counsel's firm) attend the final approval hearing in this matter, my firm will have litigated this case for well over three years with no payment, all while bearing the risk of non-payment if Plaintiffs were unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of $44,054.40 in actual costs and have devoted substantial time to this litigation and expect to incur approximately $450.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of $44,504.40 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiffs did not prevail in this lawsuit.

37. In this case, Class Counsel have a lodestar of **$474,125.00** which results in a multiplier of 1.47 compared to the $700,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in the Lidman Law, APC and Haines Law Group, APC on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	$950	85	$80,750.00
Paul K. Haines (19th Year Attorney)	$975	20.9	$20,377.50
Milan Moore (10th Year Attorney)	$725	79.6	$57,710.00
Tiara Gose-Hardy (7th Year Attorney)	$625	22.3	$13,937.50
Paralegals	$250	33.2	$8,300.00
Subtotal Lodestar			**$181,075.00**

My proposed hourly rate of $950, Mr. Haines' proposed hourly rate of $975, Ms. Moore's proposed hourly rate of $725, and Ms. Gose-Hardy's proposed hourly rate of $625 are reasonable in light of our

respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4.**

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33 %. *See, e.g., Ochoa v. Haralambos Beverage Co*., No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc*., No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc*., No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from $12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc*., No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc*., (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement).

39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40 % of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing Abzug v. Kerkorian, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc*., San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co*., Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

40. Being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other

employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

41. The requested enhancement payment to Plaintiffs of $20,000.00 is also reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Settlement Class members. Plaintiffs both had their depositions taken in this matter and had numerous preparation sessions prior to sitting for their depositions. Plaintiffs also provided substantial factual information and documents to Class Counsel, attended multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, responded to multiple discovery requests, and reviewed settlement documents.

42. On November 18, 2026, I was notified by the Settlement Administrator that an individual was inadvertently not listed as a class member and excluded from the Class Data. The Settlement Administrator confirmed the individual was a Class Member and was sent Notice on November 18, 2026 via e-mail and mail. On November 18, 2026, I called the Class Member to confirm he received the Notice and had time to review it. The Class Member stated he received Notice, waived his right to a 60-day response deadline, did not dispute the number of his Class Trips, did not request to be excluded from the Settlement, and did not object to the Settlement. I sent a confirming e-mail to the Class Member. A true and correct copy of the e-mail communication is attached hereto as **Exhibit 5**. My office informed the Settlement Administrator of the Class Member's elections, and I subsequently received the declaration on behalf of the Settlement Administrator.

43. Plaintiffs will provide the LWDA with a copy of the instant motion for final approval and supporting documents after the instant motion is filed and will file a proof of service prior to the hearing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 19, 2026, at El Segundo, California.



Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

ELECTRONICALLY RECEIVED - 8/17/2026 8:56 AM - By: Maria Rubio, DEPUTY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 24 2026

BY _____
JESSICA GARCEZ, DEPUTY

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]

[PROPOSED] ORDER GRANTING 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 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 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. However, the Court notes that the requested enhancement fees are above the norm, but the submitted declarations – as of yet – do not establish any unusually high level of work, complexity, or risk. (*See, e.g.,* Gentry Decl., ¶7 [present at mediation and answered attorney questions].) On motion for final approval, further declarations shall be provided from the representative plaintiffs setting out in further detail the work done in furtherance of the case.

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. However, the Court notes it is usually not inclined to grant 35% of attorneys' fees at final approval unless there is some sort of unusual complexity or risk that would warrant such an upward deviation. On motion for final approval, Counsel shall provide an analysis of that complexity or risk that counsel believes warrants this upward departure.

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. Final approval will be contingent on: (i) confirmation that proper notice of the Settlement was, in fact, given to the LWDA, (ii) the provision of the number of PAGA aggrieved employees; and (iii) an explanation as to why it is proper that only ten percent (10%) of this settlement is representative of wages, given that the bulk of the claims relate to wages.

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

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

15. 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).

16. 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.

17. 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	December 15, 2026 at 1:30 p.m.

IT IS SO ORDERED.

Dated: Aug. 24, 2026

By _____
Honorable Joseph T. Ortiz
Superior Court Judge

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EXHIBIT B

EXHIBIT B

Docusign Envelope ID: 9C560570-F8DD-8A33-825D-970C0A8BE0AC

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

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.

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.,

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.

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>>.

Docusign Envelope ID: 9C560570-F8DD-8A33-825D-970C0A8BE0AC

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>>

EXHIBIT 2

EXHIBIT 2

From: no-reply@formassembly.com
To: Marlyn Ajanel
Subject: Thank you for your Court Order or Judgment Submission
Date: Wednesday, August 26, 2026 1:26:28 PM

08/26/2026 01:26:09 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 08/26/2026 01:26:09 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-963834-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

EXHIBIT 3

Haines Law Group, APC and Lidman Law, APC Expense Summary
Deandre Pierce, et al. v. Quality Drive Away, Inc.

EXPENSE	**AMOUNT**
Mediation Costs (Plaintiff Gentry, Jr.'s portion of mediator expenses)	$10,625.00
Filing Fees	$4,338.48
Deposition Costs (including transcripts)	$4,528.15
Service and Messenger Fees	$344.69
Document Purchase and Copying Costs	$1,358.42
Research Costs	$577.07
FedEx and Postage Costs	$70.78
Pacer Fees	$64.30
Anticipated Costs	$450.00
TOTAL:	**$22,356.89**

EXHIBIT 4

EXHIBIT 4

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424

6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

EXHIBIT 5

From: Eugene Isaac
To: Scott Lidman
Cc: Tiara Gose-Hardy; Mara David
Subject: Re: Pierce, et al. v. Quality Drive Class Action
Date: Wednesday, November 18, 2026 1:28:37 PM
Attachments: image001.png
image001.png

I accept all the terms we discussed

On Wed, Nov 18, 2026, 4:22 PM Eugene Isaac [redacted] wrote:

> I accept
>
> On Wed, Nov 18, 2026, 4:20 PM Scott Lidman <slidman@lidmanlaw.com> wrote:
>
> > Thanks for the call just now Mr. Eugene. You understand you were inadvertently excluded from the notice process even though you are a settlement class member. But, please confirm in an email back to me what we just discussed, namely that we went over the settlement and you have waived your 60 days' notice and do not want to opt out or object to the settlement.
> >
> > Scott M. Lidman
> >
> > LIDMAN LAW
> >
> > 2155 Campus Drive, Suite 150
> >
> > El Segundo, CA 90245
> >
> > Main: (424) 322-4772
> >
> > Direct: (424) 322-4773
> >
> > Fax: (424) 322-4775
> >
> > E-Mail: slidman@lidmanlaw.com
> >
> > The information contained in and/or attached to this e-mail may be legally privileged and/or may contain confidential information intended only for the review and use by the intended recipient. If the receiver of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email message is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply email and then delete this message. Thank you.