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Attorneys for Plaintiffs
DEON GENTRY, JR. AND DEANDRE PIERCE

[Additional counsel on following page]

SUPERIOR COURT OF CALIFORNIA
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

**NOTICE OF RULINGS AT AUGUST 11,
2026 MOTION FOR PRELIMINARY
APPROVAL HEARING**

**Further Case Management Conference/Status
of Filing Motion for Final Approval**

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

Complaint Filed: June 12, 2023
Trial Date: Not Yet Assigned

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)

3 phaines@haineslawgroup.com

4 2155 Campus Drive, Suite 180

5 El Segundo, California 90245

6 Tel: (424) 292-2350

7 Fax: (424) 292-2355

8 Attorneys for Plaintiffs

9 DEON GENTRY, JR. AND DEANDRE PIERCE

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on August 11, 2026, the Motion for Preliminary
3 Approval of Class Action Settlement hearing was held in the above-captioned matter in
4 Department S17 of the San Bernardino Justice Center, 247 West Third Street, San Bernardino,
5 California 92415, Honorable Joseph T Ortiz presiding.

6 Scott M. Lidman of Lidman Law, APC and Carter Cordura of Mara Law Firm, PC
7 appeared by Zoom on behalf of Plaintiffs Deon Gentry, Jr. and Deandre Pierce ("Plaintiffs").
8 Damien Moos of Scopelitis, Garvin, Light, Hanson & Feary, LLP appeared via Court Call on
9 behalf of Defendant Quality Drive Away, Inc. ("Defendant"). (Plaintiff and Defendant are
10 hereinafter collectively referred to as the "Parties").

11 At the Motion for Preliminary Approval of Class Action Settlement, the Court ruled as
12 follows:

- 13 1. Deandre Pierce's Motion for Preliminary Approval is heard.
- 14 2. The Court's tentative ruling was distributed to all parties in advance of the hearing.
- 15 3. Parties submitted on the Court's tentative ruling without argument.
- 16 4. Motion for Preliminary Approval is granted.
- 17 5. Counsel to re-submit new order.
- 18 6. Court reserves date for motion for final approval and sets a status hearing for the
19 same date and time. Once the motion is calendared, the status hearing will come
20 off calendar.
- 21 7. Further Case Management Conference/Status of Filing Motion for Final Approval
22 set for 12/15/2026 at 1:30 PM in Department S17 - SBJC;
- 23 8. Plaintiff was ordered to provide notice of these rulings.

24 In accordance with the court's orders the Plaintiff hereby gives notice of the court's rulings
25 on the Motion for Preliminary Approval of Class Action Settlement. Attached hereto as **Exhibit**
26 **A** is a true and correct copy of the August 11, 2026 Minute Order and Tentative Ruling detailing
27 the Court's ruling.

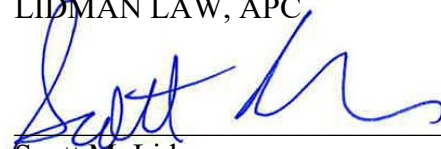
28 //

1 In addition, Plaintiff re-submitted the Proposed Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement following the hearing. A true and correct copy
3 of the signed order dated August 24, 2026 is attached hereto as **Exhibit B**.

4
5 Dated: August 26, 2026

Respectfully submitted,
LIDMAN LAW, APC

6
7 By:



Scott M. Lidman
Attorneys for Plaintiffs
DEON GENTRY, JR. AND DEANDRE PIERCE

EXHIBIT A

EXHIBIT A



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
sanbernardino.courts.ca.gov

PORTAL MINUTE ORDER

Case Number: CIVSB2313410

Date: 8/11/2026

Case Title: ****COMPLEX**** Pierce v. Quality Drive Away, Inc. et. al.

Department S17 - SBJC	Date: 8/11/2026	Time: 1:30 PM	Motion for Preliminary Approval of Class Action Settlement
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Judicial Officer: Joseph T Ortiz
Judicial Assistant: Jessica Garcez
Court Reporter: Not Reported or Recorded
Court Attendant: Rayleen Prado

Appearances

Attorney Carter Cordura and Scott Lidman appears by Zoom for Plaintiff DEANDRE PIERCE
Attorney Damien Moos appears by CourtCall for Defendant QUALITY DRIVE AWAY, INC.

Proceedings

Tentative decisions
DEANDRE PIERCE's Motion for Preliminary Approval is heard.
The Court's tentative ruling was distributed to all parties in advance of the hearing.
Submitted on the Court's tentative ruling without argument.

Court Finds

DEANDRE PIERCE's Motion for Preliminary Approval is granted.
Counsel to re-submit new order
Court reserves date for motion for final approval and sets a status hearing for the same date and time. Once the motion is calendared, the status hearing will come off calendar.

Hearings

Further Case Management Conference set for 12/15/2026 at 1:30 PM in Department S17 - SBJC
/Status of Filing Motion for Final Approval

Notice to be given by Plaintiff

== Minute Order Complete ==

Tentative Rulings

August 11, 2026

Department S-17

Judge Joseph Ortiz

Tentative Rulings for Department S-17 are posted on the court's website (<https://www.sb-court.org/divisions/civil/civil-tentative-rulings>) at 3:00 p.m. or at 7:00 p.m. the court day before the hearing. If no tentative ruling is posted at 3:00 p.m., please check again after 7:00 p.m.

Unless you wish to submit on the tentative ruling, you must appear for the hearing either in person, CourtCall (888-882-6878 or www.courtcall.com), or by ZOOM. Failure to appear is deemed a waiver of oral argument. If you wish to submit to the tentative, please call the Judicial Assistant at (909) 708-8715 in advance of the hearing. If all parties submit on a tentative ruling, it will become final. The tentative ruling may seek input on particular issues and direct appearance. If so directed, attendance at the hearing is mandatory. The party prevailing on a motion or other hearing shall serve written notice of the court's ruling unless all parties waive notice of the ruling.

ATTENTION: Since January 9, 2023, the court no longer provides an official Court Reporter to transcribe proceedings. Parties who wish to have a transcript must retain their own private reporter and must submit a "Stipulation and Order to Use Certified Shorthand Reporter." Please contact the Department if you need this form. Parties who do not retain their own reporter have waived the right to one.

UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.

14. *Wells Fargo Bank, N.A., v. Sanchez*, Case No. CIVSB2528608
Plaintiff's Motion for Judgment on the Pleadings
8/11/26, 9:00 a.m., Dept. S-17

The Court would **CONTINUE** to allow movant to file a supplemental declaration showing compliance with the meet-and-confer requirement.

Importantly, before filing a motion for judgment on the pleadings (JOP), the moving party "shall meet and confer in person, by telephone, or by video conference with the party who filed the pleading that is subject to the motion" (Code Civ. Proc., § 439.) Here, the declaration submitted in support fails to assert compliance with the statute. Rather, it simply asserts a letter outlining Plaintiff's position on JOP was sent and not responded to. (See Lopez Decl., ¶¶4-6.) At a minimum, a declaration needs to show attempts to satisfy the code's "in person, by telephone, or by video conference" requirement. The movant will file a supplemental declaration at least ten court days prior to the next hearing.

15. *Boyer, et al, v. Cambridge Sierra Holdings, LLC, et al*, Case No. CIVSB2522108
Plaintiffs' Motion to Deem Admitted Matters in Requests for Admissions, Set One
8/11/26, 9:00 a.m., Dept. S-17

The Court would **GRANT** this unopposed motion.

Plaintiffs served their first set of discovery on Defendant Cambridge Sierra Holdings (Cambridge) on December 31, 2025. This first set of discovery included the at-issue Requests for Admissions, Set One. (Needelman Decl., ¶¶3-5.)

Responses were due on February 3, 2026, but no responses were received. (*Id.*, ¶6.) Plaintiffs' counsel sent an email regarding the failure to respond on February 6, 2026, and gave Defendant a 2-week extension. (*Ibid.*) Again, no responses came by the deadline. (Needelman Decl., ¶8.) Plaintiff's counsel then gave a deadline of March 13, 2026 for responses to be provided, indicating that these motions would be filed thereafter. (*Id.*, ¶9.) This motion followed.

"The law governing the consequences for failing to respond to requests for admission may be the most unforgiving in civil procedure." (*Demyer v. Costa Mesa Mobile Home Estates* (1995) 36 Cal.App.4th 393, 394, disapproved on other grounds *Wilcox v. Birtwhistle* (1999) 21 Cal.4th 973, 983.) "There is no relief under section 473." (*Ibid.*) "The defaulting party is limited to the remedies available in (CCP § 2033.280)." (*Ibid.*) "The propounding party need give no warning (at least according to one well-respected authority) – it simply files a motion to deem the matters covered by the requests admitted." (*Demyer, supra*, 36 Cal.App.4th at p. 395.) "The nonresponding party then has until the 'hearing on the motion' to serve responses to the admissions request." (*Ibid.*) "If the party manages to serve its responses before the hearing, the court has no discretion but to deny the motion." (*Ibid.*) "But woe betide the party who fails to serve responses before the hearing." (*Ibid.*) "In that instance the court has

no discretion but to grant the admission motion, usually with fatal consequences for the defaulting party.” (*Demyer, supra*, 36 Cal.App.4th at pp. 395-396.)

19. *Opendoor Property Trust I v. Zhang, et al*, Case No. LLTSB2400104
Motion for Summary Judgment Against All Occupants
8/11/26, 9:00 a.m., Dept. S-17

This matter was continued from July 14, 2026, to allow for the filing of exhibits

Tentative Ruling

The Court would **GRANT** summary judgment as to “All Unknown Occupants” consistent with the prior given service.

Case Summary

This is an unlawful detainer action. Plaintiff Opendoor asserts it is the owner of the at-issue property and that Defendant-Tenant failed to vacate after a five-day notice to vacate. As such, it filed an unlawful detainer action on October 2, 2024. Relevant here, a motion for summary judgment against Defendant Zhang was entered on May 21, 2026. That judgment is currently on appeal.

On June 6, 2026, Plaintiff sought to amend the judgment by *ex parte* to add “All Unknown Occupants,” stating that the Proof of Service on All Unknown Occupants was inadvertently not filed with the Court. On June 11, 2026, the Court denied that *ex parte* application but stated Plaintiff could bring a motion for summary judgment. This motion followed.

Statement of Law

Summary judgment is proper where there is no triable issue as to any material fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., § 437c(c).) The analysis requires three steps: First, the court must identify the issues framed within the pleading. (*AARTS Productions, Inc. v. Crocker National Bank* (1986) 179 Cal.App.3d 1061, 1064-1065.) Second, it must determine whether the moving party has established facts sufficient to negate the claim and justify a judgment in movant’s favor. (*Ibid.*) Third, and finally, when a summary judgment motion, as a prima facie matter, justifies a judgment, the court must determine whether the opposition demonstrates the existence of a triable issue of material fact. (*Ibid.*) The court’s sole function on a motion for summary judgment is issue finding, not issue determination. (See *Zavala v. Arce* (1997) 58 Cal.App.4th 915, 926.)

Analysis

Now before the Court is Plaintiff’s motion for summary judgment against “all occupants”.

The motion first came before the Court on July 14, 2026. At that time, the Court continued the motion because Plaintiff failed to attach the referenced exhibits. In addition, a proper Proof of Service of Summons related to All Unknown Occupants (POS) was not on file.

On July 14, 2026, Plaintiff filed a Declaration of Sandara DeVonne with the referenced exhibits attached. Given the prior lack of exhibits in the Court filing originally, the Court will inquire whether Plaintiff can demonstrate that all exhibits were properly served pursuant to the now-filed POS. Assuming proper service of the motion and all documents in support can be demonstrated, the Court opines as follows:

An order approving service by posting was approved by the Court on December 17, 2024. (DeVonne Decl., ¶¶5-6 Exh. B.) On July 15, 2026, Plaintiff filed a POS signed by a registered process server under penalty of perjury showing service on All Unknown Occupants by posting on January 3, 2025, and mailing by certified mail on January 10, 2025. A Prejudgment Claim of Right of Possession is listed as one of the documents included with the service. (DeVonne Decl., Exh. A.) Service on All Unknown Occupants occurred at the same time as service on Defendant Zhang. (DeVonne Decl., Exh. C.) Service was in compliance with Code of Civil Procedure section 415.46.

Service of a section 415.46 Prejudgment Claim of Right to Possession form effectively forces occupants to elect at the outset of the litigation to be added as defendants or waive the right to object to execution. Here, no occupant filed a Prejudgment Claim of Right to Possession. (DeVonne Decl., ¶11.)

A Prejudgment Claim ensures enforceability of the writ against occupants not named as defendants in the complaint and bars any occupant's right to object to eviction by a post-judgment claim of right of possession. (Code Civ. Proc., §§ 1174.3(a); 415.46(e)(1); & 715.020(d).)

In light of service being demonstrated on All Unknown Occupants, which included service of a Prejudgment Claim of Right to Possession the Court would incorporate the factual findings from its previous ruling as to Defendant and would, likewise, grant summary judgment as to "All Unknown Occupants."

18. *Pierce, et al, v. Quality Drive Away, Inc., et al*, CIVSB2313410
Motion for Preliminary Approval of Class Action Settlement
8/11/26, 1:30 p.m., Dept. S17

Tentative Ruling

The Court would **GRANT** the motion for preliminary approval. Please note the highlighted sentences *infra* that set forth items that must be addressed prior to final approval.

Preliminary Approval of Class Action Settlements in General

Settlement of a class action requires court approval. (Cal. Rules of Court, rule 3.769.) The moving party must demonstrate that "the settlement is fair, adequate and reasonable." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 126; *Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337.) The court has "broad discretion in making this determination." (*In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.) Relevant factors the court may consider include "the strength of the plaintiffs' case, the risk, the expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery

completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) This list of factors “is not exhaustive and should be tailored to each case.” (*Ibid.*) The court may “engage in balancing and weighing of factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245, overruled on other grounds in *Hernandez v. Restoration Hardware* (2018) 4 Cal.5th 260, 269.)

“Although the court gives regard to what is otherwise a private consensual agreement between the parties, the court must also evaluate the proposed settlement agreement with the purpose of protecting the rights of the absent class members who will be bound by the settlement.” (*Wershba, supra*, 91 Cal.App.4th at p.245 [quoting *Dunk, supra*, 48 Cal.App.4th at p. 1801].) “The court must therefore scrutinize the proposed settlement agreement to the extent necessary to “reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.* [quoting *Officers for Justice v. Civil Service Com’n* (9th Cir. 1982) 688 F.2d 615, 625].)

Nevertheless, the settlement is entitled to a “presumption of fairness . . . where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Kullar, supra*, 168 Cal.App.4th at p. 128 [quoting *Dunk, supra*, 48 Cal.App.4th at p. 1802].)

Provisional Class Certification at Preliminary Approval

Although a lesser standard can be used to provisionally certify a settlement class, the court still needs to review and consider each element for certification. (*Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 859.) But, as settlement eliminates the need for trial, “the case management issues inherent in ascertainable class determination need not be confronted.” (*Ibid.*)

A class should be certified when “the question is one of a common or general interest, of many persons, or when parties are numerous and it is impracticable to bring them all before court.” (Code Civ. Proc., § 382.) There must be both an ascertainable class and a well-defined community of interest, which includes predominate questions of law or fact, class representatives with claims typical of the class, and class representatives who can adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Settlement Notice

“If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.” (Rules of Court, rule 3.769(f); *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at p. 251.)

“The purpose of the class notice in the context of a settlement is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. As a general rule, class notice must strike a balance between

thoroughness and the need to avoid unduly complicating the content of the notice and confusing class members. Here, again, the trial court has broad discretion. (*Wershba, supra*, 91 Cal.App.4th at p. 252.)

The manner of notice shall be by means reasonably calculated to apprise the class members of the settlement. (Rules of Court, rule 3.766(f).) The standard is “whether the notice has ‘a reasonable chance of reaching a substantial percentage of the class members.’” (*Wershba, supra*, 91 Cal.App.4th at p. 251.) The court must consider the interest of the class, type of relief obtained, the state of the individual class members, the costs of notifying the class members, the resources of the parties, the possible prejudice to the class members who do not receive notice, and the *res judicata* effect on the class members. (Rules of Court, rule 3.766(e).)

The Proposed Settlement

This is a wage-and-hour class and representative action. Plaintiffs worked for Defendant and alleges that it misclassified them and other workers as independent contractors. On June 12, 2023, Plaintiff Pierce filed the instant suit (CIVSB2313410), alleging a class claim for various wage-and-hour violations. Shortly thereafter, parallel to this instant suit, Plaintiffs Deon Gentry Sr. and Deon Gentry Jr. filed a similar suit alleging class wage-and-hour allegations on June 22, 2023 (CIVSB2314287). On that same date, the Gentry Plaintiffs issued a notice letter to the Labor and Workforce Development Agency (LWDA), in anticipation of a representative action pursuant to the Private Attorneys General Act (PAGA). And, after the exhaustion of administrative remedies, the Gentry Plaintiffs filed a PAGA suit on August 28, 2023 (CIVSB2322025) (the “Gentry PAGA” case).

Notably, this instant case originally filed by Plaintiff Pierce was removed to Federal Court on July 18, 2023, but was remanded back on September 8, 2023. Likewise, the original wage-and-hour class case filed by the Gentry Plaintiffs was removed to Federal Court on August 14, 2023, but was remanded back on December 26, 2023.

Ultimately, the cases began to be coordinated. On March 29, 2024, Plaintiff Pierce filed a First Amended Complaint (FAC) in this matter to add-in the Gentry Plaintiffs and fold in the salient claims. In that light, on March 11, 2025, pursuant to a party stipulation, the Court *consolidated* the Gentry PAGA case (CIVSB2322025) into this instant case (CIVSB2313410). The Court notes that there were dismissals as to Plaintiff Deon Gentry *Senior* in order to accommodate his passing.

After re-commencing the suit, the Plaintiffs sought and received extensive discovery, including a substantial sampling of time and payroll records. (Mara Decl., ¶¶17-18; Lidman Decl., ¶13 [re Gentry Depo].) Plaintiff also received policy documents. (*Ibid.*) Thereafter, the parties engaged in two full-day, arms-length mediations. First, on February 11, 2025, they mediated with neutral Kelly Knight. (Mara Decl., ¶19.) Unfortunately, that first mediation was unsuccessful. However, they again mediated on March 12, 2026, this time with neutral Stephanie Chow. (*Ibid.*). That mediation was successful, and the parties ultimately completed a long-form settlement agreement by June of 2026. (Mara Decl., Exh. 1 [Settlement].) The moving papers indicate that counsel “directed” his office to notify the LWDA of the settlement contemporaneously with this motion. (Lidman Decl., ¶15.) Final approval will be contingent on confirmation that proper notice of the Settlement was, in fact, given to the LWDA.

The class size is currently estimated at 213. (Mara Decl., ¶131.) Troublingly, no figure is given for the estimated number of PAGA aggrieved employees.¹ Any final approval will be contingent on the provision of the number of PAGA aggrieved employees.

For purposes of settlement, the class period will reach from June 12, 2019, to May 11, 2026. (Settlement, ¶11.) The PAGA period is from June 22, 2022, to May 11, 2026. The class is defined as those drivers whose home terminals were in California and who drove during the relevant class and PAGA periods. Payment is *pro rata* based on the number of trips undertaken. (Settlement, ¶15(D)(i) & (E) [re PAGA].)

The settlement is proposed on the following terms: Defendants will pay a gross, non-reversionary settlement amount of \$2,000,000.00,² from which will be deducted (1) \$700,000.00 for Class Counsel's attorneys' fees (exceeding 35% of the total);³ (2) costs not to exceed \$60,000.00; (3) Plaintiffs' enhancement fees of no more than \$20,00.00⁴ each (or \$40,000 total); (4) claims administration fees of no more than \$11,175.00; and (5) PAGA penalties of \$75,000.00 (of which \$56,250, or 75%, will go to the LWDA and \$18,750, or 25%, will go to the aggrieved employees).

The parties estimate this will leave a wage-and-hour only net settlement amount of a non-reversionary \$1,113,825. This amount would be split by the class of approximately 213 employees in proportionate shares determined by number of workweeks within the Settlement Class Period. The average per class member would be \$5,229.23. Ten percent (10%) of the payout would be representative of wages, and the remaining ninety percent (90%) would be representative of penalties and interest. (Settlement, ¶15(F).) Final approval will contingent of 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. (See., e.g., Mara Decl., ¶¶31-33.)

Presuming for the moment that – despite the different relevant SOL periods – all class members are also PAGA aggrieved employees, the average PAGA payout would be \$88.03.

The amount of the settlement is appropriate given the strength of the case, especially in light of Counsel's estimated potential liability exposure. (Mara Decl., ¶¶17-31 & 33.) However, the lower actual

¹ An exact number of PAGA aggrieved employees will be necessary as Final Approval. The Court will grant Preliminary Approval on with the understanding that the PAGA aspect of the settlement is to be distributed on a *pro rata* basis. (Settlement, ¶15(E) ["Amount proportionate to the number of trips"].)

² The Court acknowledges that an escalator clause may later increase the proposed settlement. (Settlement, ¶14(E).)

³ While the Court does not *per se* reject proposed attorneys' fees of 35%, it is usually not inclined to grant that percentage unless there is some sort of unusual complexity or risk that would warrant such an upward deviation. On motion for final approval, Counsel will provide an analysis of that complexity or risk that counsel believes warrants this upward departure.

⁴ Similarly, 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 will be provided from the representative plaintiffs setting out in further detail the work done in furtherance of the case.

settlement appears fair and reasonable when calculated to include analysis of the possibility the class would not be certified; various potential defenses; as well as the potential appeal of any judgment should Plaintiffs be successful in this venue.

Given the presumption of fairness, the Court would find the figure sufficient to satisfy the *Kullar* requirement. Further, adequate discovery and investigation has occurred. There is no evidence of fraud or collusion. Class Counsel are well qualified to represent the class. The settlement was reached through an arms-length negotiation with the assistance of an experienced and well-respected mediator. The deductions from the gross settlement fund (attorneys' fees,⁵ costs,⁶ administration fee, incentive award, PAGA penalties, and taxes) appear to be reasonable and appropriate and are, therefore, *preliminarily* approved in the "not to exceed" amounts in the motion. The proposed notice is, also, adequate.

Counsel and the representative are appointed conditionally to represent the class. The motion is *granted*. The court will schedule a hearing to consider final approval at the closest available date to the date recommended by counsel.

The Court preliminarily approves the settlement and (1) appoints Mara Law Firm, PC; Lidman Law, APC; and Haines Law Group, APC, conditionally as Settlement Class Counsel; (2) appoints Deandre Pierce and Deon Gentry, Jr., as Class Representatives; (3) approves Phoenix Settlement Administrators as Settlement Administrator; (5) preliminarily finds the settlement fair, reasonable, and adequate; and (6) approves the form and content of the proposed Class Notice and directs the mailing of the same.

At final approval, counsel must advise the court of any pending cases that will be affected by approval of the settlement. Again, counsel must provide the *exact* number of class members and workweeks for the class settlement and the *exact* number of PAGA aggrieved employees and pay periods for the PAGA settlement.

⁵ Counsel must provide a full lodestar analysis in the motion for final approval.

⁶ Costs must be documented. The court does not award costs for LEXIS or Westlaw usage (which are considered items of overhead), faxes (also overhead), or photocopying in excess of \$0.06 per page.

EXHIBIT B

EXHIBIT B

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

AUG 24 2026

BY Jessica Garcez
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.

1 **I. RECITALS**

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

12 **II. FINDINGS**

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

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

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

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

1 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
2 Representatives, and the appointment comports with the requirements of due process.

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

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

13 **III. ORDER**

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

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

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

21 3. The Agreement provides for the following release as to Participating Class
22 Members, which is hereby approved conditionally: All Participating Class Members shall release
23 and discharge the Released Parties from any and all causes of action, claims, rights, damages,
24 liquidated damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs,
25 liabilities, expenses, and losses based on or arising from the factual predicates alleged, or that
26 reasonably could have been alleged, in the operative First Amended Complaint in the Pierce
27 Action, or which could have been pled in the operative First Amended Complaint in the Pierce

1 Action during the Class Period, including, but not limited to: (a) any alleged failure to pay all
2 minimum wages due; (b) any alleged failure to timely pay wages at separation of employment; (c)
3 any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure to
4 reimburse business expenses; (e) any alleged unlawful deductions from wages; and (f) any right
5 or claim for unfair business practices in violation of California Business & Professions Code §
6 17200 *et seq.* based on the foregoing alleged claims; (collectively, "Released Class Claims"). This
7 release is limited to the Class Period from June 12, 2019, to May 11, 2026.

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

15 5. The Agreement provides for the following release as to the alleged PAGA claims,
16 which is hereby approved conditionally: All Aggrieved Employees, whether they submit a Request
17 for Exclusion or not, are deemed to release, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
19 Released Parties from all individual and representative claims for civil penalties under PAGA that
20 were alleged, or reasonably could have been alleged, in the operative Gentry PAGA Action
21 Complaint or the PAGA Notice, including, but not limited to, claims for the following: (a) any
22 alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at
23 separation of employment, (c) any alleged failure to provide compliant and accurate wage
24 statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful
25 deductions from wages; (f) any right or claim for unfair business practices in violation of California
26 Business & Professions Code § 17200 *et seq.* based on the foregoing alleged claims; (g) any
27 alleged failure to properly classify them as employees; and (h) any right or claim for civil penalties

1 pursuant to the California Labor Code, the California Industrial Welfare Commission Wage
2 Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, et seq.)
3 based on the foregoing alleged claims, during the PAGA Period (collectively, “Released PAGA
4 Claims”). The time period for the release of the PAGA Released Claims shall be limited to the
5 PAGA Period from June 22, 2022, to May 11, 2026.

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

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

12 8. The proposed Class Representative Enhancement Payment of \$20,000 each
13 (\$40,000 total), payable to Plaintiff Deandre Pierce and Plaintiff Deon Gentry Jr. for their services
14 as class representative is conditionally approved. However, the Court notes that the requested
15 enhancement fees are above the norm, but the submitted declarations – as of yet – do not establish any
16 unusually high level of work, complexity, or risk. (*See, e.g.*, Gentry Decl., ¶7 [present at mediation and
17 answered attorney questions].) On motion for final approval, further declarations shall be provided from
18 the representative plaintiffs setting out in further detail the work done in furtherance of the case.

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

21 10. The proposed awards of up to \$700,000 in attorneys’ fees and up to \$60,000 in
22 actual costs payable to Class Counsel are conditionally approved. However, the Court notes it is
23 usually not inclined to grant 35% of attorneys’ fees at final approval unless there is some sort of unusual
24 complexity or risk that would warrant such an upward deviation. On motion for final approval, Counsel
25 shall provide an analysis of that complexity or risk that counsel believes warrants this upward departure.

26 11. A Final Approval Hearing on the question of whether the settlement, attorneys’ fees
27 and costs to Class Counsel, and Class Representative Enhancement Payments should be finally
28

1 approved as fair, reasonable, and adequate as to Class Members is scheduled in Department S17
2 on the date and time set forth in the Implementation Schedule below.

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

7 13. The Court confirms Phoenix Settlement Administrators (hereinafter “Phoenix”) as
8 the Settlement Administrator.

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

11 15. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
12 \$75,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
13 of which shall be distributable to Aggrieved Employees).

14 16. The Court approves, as to form and content, the Class Notice in substantially the
15 form attached as **Exhibit B** to the Agreement and this Order. The Court approves the procedure
16 for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the
17 notice.

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

23 **IV. IMPLEMENTATION SCHEDULE**

24 The Court orders the following Implementation Schedule for further proceedings:

26 Deadline for Defendant to submit Class and 27 PAGA Data to Settlement Administrator	Ten (10) business days after entry of the Preliminary Approval Order
28	

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 Joseph Ortiz
Honorable Joseph T. Ortiz
Superior Court Judge

EXHIBIT B

EXHIBIT B

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.

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.

Who are the Attorneys?

Attorneys for the Plaintiffs/ Settlement Class Members: 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	Attorneys for Defendant 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
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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 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 Releasers"), and in consideration of the PAGA Amount, Plaintiff Deon Gentry Jr., on behalf of the PAGA Releasers, 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.

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>>.

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>>**

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 26, 2026, I served the foregoing document(s) described as:

Notice of Rulings at August 11, 2026 Motion for Preliminary Approval Hearing

on the interested party(ies) in this action as follows:

California Labor & Workforce Development Agency (LWDA)
800 Capitol Mall, MIC-55
Sacramento, CA 95814
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (VIA ELECTRONIC SUBMISSION) I submitted a true and correct copy of the document(s) described above to the LWDA's website in accordance with the policies and procedures of the LWDA for submission of such documents.

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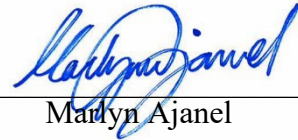
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Fax: (312) 422-1224

Attorneys for Defendant, QUALITY DRIVE AWAY, INC.

1 **[X] (BY E-MAIL OR ELECTRONIC TRANSMISSION)** I caused the above-listed documents
2 to be served upon the persons listed via e-mail or electronic transmission to their respective e-mail
3 addresses. I did not receive, within a reasonable time after the transmission, any electronic message
4 or other indication that the transmission was unsuccessful.

5 **[X] (STATE)** I declare under penalty of perjury under the laws of the State of California that the
6 above is true and correct.

7 Executed on August 26, 2026, at El Segundo, California.

8 
Marilyn Ajanel