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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,

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

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

[PROPOSED] FINAL JUDGMENT RE: PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVES' SERVICE AWARDS, AND ATTORNEYS' FEES AND COSTS

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

inclusive,

Defendants.

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DEON GENTRY, JR.

This matter came on regularly for hearing before this Court December 15, 2026, pursuant to California Rule of Court 3.769 and this Court's August 24, 2026 Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation of Class Action and PAGA Settlement (herein "Settlement")[1] and the documents and evidence presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class Action Settlement. The Settlement Class is defined as:

> 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.

2. The PAGA Aggrieved Employees are defined as:

> 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 22, 2022, to May 11, 2026.

3. Plaintiff Deandre Pierce and Plaintiff Deon Gentry, Jr. are hereby confirmed as Class Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; David Mara and Carter Cordura of Mara Law Firm, PC; and Paul K. Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and manner of notice were approved by the Court on September 9, 2026, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Notice Packet (which

[1] Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, no class members have opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

7. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

8. The Court orders that Defendant deposit the Gross Settlement Amount of $2,000,000.00 with Phoenix Settlement Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator in three major installments, with the first installment due within thirty (30) days of the Effective Date.

9. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

10. The Court finds that an incentive payment in the amount of $20,000.00 for Plaintiff Deandre Pierce is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

11. The Court finds that an incentive payment in the amount of $20,000.00 for Plaintiff Deon Gentry, Jr. is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of $700,000.00 and litigation costs of $44,504.40 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid $11,175.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

14. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: 10 percent as wages and 90 percent as non-wages (i.e., reimbursement, penalties, and interest).

15. The Court finds and determines that the payment to the Labor and Workforce Development Agency ("LWDA"), in the sum of $56,250.00 (which is 75% of the $75,000 allocated to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of $56,250 for the PAGA payment in accordance with the terms of the Settlement. The Court orders that the remaining

amount of $18,750.00 be distributed to PAGA Employees in accordance with the terms of the Settlement.

16. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

17. Upon the Effective Date, by virtue of this Judgment, all Class Members 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 separations of employment (c) any alleged failure to provide compliant and accurate wage statement; (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").

18. Aggrieved Employees, whether they submit a Request for Exclusion or not, 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 claimed; (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").

19. In light of the consideration provided in the Settlement Agreement, Plaintiffs and their spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, released and discharge the Released Parties from any and all causes action, claims, rights, damages, punitive or statutory damages, liquidated damages, statutory or civil penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to all facts transactions, and occurrences – known or unknown – as of the date they execute the Settlement Agreement, including, but not limited to, all Released Class Claims, and Released PAGA Claims. Plaintiffs understand that this release includes unknown claims, which includes waiving and relinquishing all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> **A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

20. The releases identified herein will only be effective upon the date that Defendant fully funds the Gross Settlement Amount.

21. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment."

22. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6.

JUDGMENT IS SO ENTERED.

Dated: _____, 2026

_____
Honorable Joseph T. Ortiz
Judge of the Superior Court