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[additional counsel on the following page]

**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]

**DECLARATION OF DAVID MARA,
ESQ. 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**

Judge: Honorable Joseph T. Ortiz

Dept: S17

Date: August 11, 2026

Time: 1:30 p.m.

1 **HAINES LAW GROUP, APC**
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4 Attorneys for Plaintiffs
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1 I DAVID MARA, hereby declare under penalty of perjury as follows:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for Plaintiffs and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California. The
4 following facts are within my personal knowledge and, if called to testify, I could and would
5 competently testify thereto.
- 6 2. I graduated from California Western School of Law and was admitted to practice law in
7 California in May 2004.
- 8 3. I extensively handle employment cases which involve violations of the California Labor
9 Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions
10 and cases alleging violations of the Private Attorneys General Act of 2004 (“PAGA”).
- 11 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior
12 Court, Case No. GIC834348) which was the underlying case in the California Supreme Court’s
13 landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in
14 which the California Supreme Court delineated the scope of employer obligations to provide,
15 and employee rights to receive, meal and rest periods under California law.
- 16 5. I previously authored Amicus Curiae briefs on behalf of Consumer Attorneys of California
17 (“CAOC”). For example, I authored the Amicus Curiae briefs on behalf of CAOC in *Augustus*
18 *v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California Supreme Court ruling that,
19 like meal periods, employers must relieve employees of all duty and relinquish all control to
20 satisfactorily discharge its obligation to authorize and permit rest periods.); *Frlekin v. Apple,*
21 *Inc.* (2020) 8 Cal.5th 1038 (The California Supreme Court ruling that the time spent on the
22 employer’s premises waiting for, and undergoing, required exit searches of packages, bags, or
23 personal technology devices voluntarily brought to work is compensable hours worked within
24 the meaning of the Wage Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal
25 Case No. H049185 (A brief asking the California Court of Appeal for the Sixth Appellate
26 District to determine whether mandatory drive time of personal vehicles should be considered
27 hours worked within the meaning of the Wage Orders’ suffered or permitted test.). *Davidson v.*
28 *O’Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188) (a brief seeking Review

- 1 *En Banc* of an order denying class certification in a wage and hour matter).
- 2 6. I have also lectured as a panelist for California Employment Lawyers Association regarding
- 3 a host of wage and hour issues.
- 4 7. My firm has been granted class certification in both state and federal courts.
- 5 8. I have been named as class counsel in a number of wage and hour class actions in which the
- 6 Court granted the plaintiff's motion for class certification. For example, my firm has been
- 7 named class counsel: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County
- 8 Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et*
- 9 *al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco*
- 10 *Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB);
- 11 *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case
- 12 No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case
- 13 No. 37-2014-00016621-CU-OE-CTL); *Eric Mendez v. M&N Consulting, Inc. dba A-Line*
- 14 *Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624);
- 15 *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior
- 16 Court, Case No. CIVDS2010153); *Sonny Williams v. Hansen and Adkins Auto Transport, Inc.;*
- 17 *et al.* (San Bernardino County Superior Court, Case No. CIVDS2020832); *Bobby Williams v.*
- 18 *Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-
- 19 OE-CTL); and *Ashton Harden vs. Mushiana Transport Inc.* (Sacramento County Superior
- 20 Court, Case No. 34-2021-00301950-CU-OE-GDS).
- 21 9. I am also plaintiff's counsel in a host of other class actions involving violations of California's
- 22 wage and hour laws. For example, I have been and am involved as counsel for plaintiff in the
- 23 following sampling of class action cases involving wage and hour violations under California
- 24 law: *Alton Davis v. Apria Healthcare Group, Inc.* (San Diego County Superior Court, Case No.
- 25 37-2014-00004724-CU-OE-CTL); *Terrance Bailey v. Blue Apron, LLC; et al.* (Northern
- 26 District of California, Case No. 18-cv-07000-VC); *Moises Hernandez v. Pasha Distribution*
- 27 *Services LLC et al.* (Alameda County Superior Court, Case No. RG21113722); *Keith Davis v.*
- 28 *Walnut LLC* (Los Angeles County Superior Court, Case No. 20STCV34519); *Simon Munoz v.*

1 *RDO Equipment Co.* (Eastern District of California, Case No. 23-cv-00979); *Paul Garcia et al.*
2 *v. Haralambos Beverage Co.* (Los Angeles County Superior Court, Case No. BC660723); *Brett*
3 *Kelly v. Conrad Wood Preserving Co.* (Stanislaus County Superior Court, Case No. CV-23-
4 003516); *Robert Mark-Waterhouse v. DOT Transportation, Inc. et al.* (Stanislaus County
5 Superior Court, Case No. CV-22-004102); *James Queen v. Sorenson Communications, LLC*
6 (San Diego County Superior Court, Case No. 37-2023-00016623-CU-OE-CTL); *Marichu*
7 *Jeffries v. The Meadows at Country Place, LLC* (Sacramento County Superior Court, Case No.
8 23CV003530); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino
9 County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter*
10 *Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS1928062);
11 *Larry Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-
12 2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino
13 County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et*
14 *al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); and *Aaron Romero v.*
15 *Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

16 10. Carter Cordura is an associate at Mara Law Firm, PC. He extensively handles wage and hour
17 class actions and PAGA actions. Mr. Cordura graduated cum laude from the University of
18 San Diego School of Law and was admitted to practice law in California in December 2024
19 and received his undergraduate degree from the California State University of San
20 Bernardino in 2020.

21 11. Mr. Cordura oversees all aspects of the cases assigned to him. Mr. Cordura routinely writes
22 and opposes motions and argues at hearings. Mr. Cordura drafts discovery propounded on
23 employers; communicates with clients; communicates with class members; communicates
24 with co-counsel; communicates with defense counsel; drafts and revises notices to the Labor
25 and Workforce Development Agency pursuant to the Private Attorneys General Act of 2004;
26 creates exhibits for use in cases; reviews documents produced by employers; attends
27 mediations; drafts, reviews, and revises settlement agreements; drafts, reviews, and revises
28 settlement approval motions; argues at hearings on settlement motions; and oversees all day

1 to day work in his cases.

- 2 12. Here is a non-exhaustive list of wage and hour class action and PAGA cases in which Mr.
3 Cordura has been substantially involved in: *Boyd v. Cogent Infotech Corporation* (San
4 Bernardino County Superior Court, Case No. CIVSB2409307); *Mendoza v. Elite Fuels*
5 *Transportation* (San Bernardino County Superior Court, Case No. CIVSB2427100); *Foster*
6 *v. Foster Farms LLC, et al.* (Fresno County Superior Court, Case No. 21JCCP05166);
7 *Garcia v. Haralambos Beverage Co.* (Los Angeles County Superior Court, Case No.
8 BC660723); *Langarcia v. Morris Levin & Son* (Kern County Superior Court, Case No. BCV-
9 23-102218 DRZ); *Smith v. North American Video Corporation* (Orange County Superior
10 Court, Case No. 30-2022-01277262-CU-OE-CXC); *Valencia v. Royal Oak Ag Services,*
11 *Inc.* (Kern County Superior Court, Case No. BCV-24-104012); *Martinez v. Tim Hofer, Inc.,*
12 *et al.* (Kern County Superior Court, Case No. BCV-24-101779); *Samuels v. WIS*
13 *International, Inc., et al.* (Sacramento County Superior Court, Case No. 23CV012186); and
14 *Garcia v. Valley Diners LLC* (Merced County Superior Court, Case No. 24CV-05273).
- 15 13. On June 12, 2023, Plaintiff Deandre Pierce filed a wage and hour class action against
16 Defendant in San Bernardino County Superior Court, Case No. CIVSB2313410 (the “Pierce
17 Action”). In the Pierce Action, Pierce alleged the following causes of action: failure to pay
18 all straight time wages at statutory minimum wage; knowing an intentional failure to comply
19 with itemized employee wage statement provisions; failure to pay all wages due at the time
20 of termination of employment; failure to reimburse/illegal deductions; and violation of unfair
21 competition law.
- 22 14. On June 22, 2023, Deon Gentry, Jr. gave written notice to the Labor Workforce and
23 Development Agency (“LWDA”) and filed a wage and hour class action against Defendant
24 in San Bernardino County Superior Court, Case No. CIVSB2314287 (the “Gentry Class
25 Action”).
- 26 15. On August 28, 2023, Deon Gentry, Jr. filed a separate action against Defendant in San
27 Bernardino County Superior Court, Case No. CIVSB2322025 asserting a single claim for
28 civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) (the “Gentry

- 1 PAGA Action”).
- 2 16. On March 11, 2025, pursuant to a Stipulation between the Parties, the Court consolidated the
- 3 Pierce Action with the Gentry PAGA Action (Case No. CIVSB2313410) being the lead
- 4 action. On March 29, 2024, a First Amended Complaint was filed in the Pierce Action which
- 5 added Plaintiff Deon Gentry, Jr. and his claims to the case. On April 4, 2024, the Court in
- 6 the Gentry Class Action dismissed the action without prejudice because the parties and
- 7 claims were included in the Pierce Action.
- 8 17. The Parties have engaged in significant discovery. Both Parties propounded and responded
- 9 to formal written discovery. Notably, both Parties conducted sufficient discovery such that
- 10 they were prepared and fully able to brief the issues for class certification. Defendant
- 11 produced thousands of documents including driver contracts, time and activity records, hours
- 12 of service log books, driver payroll and wage records, driver handbooks, driver training and
- 13 onboarding materials, and other policies relating to drivers. Moreover, Defendant produced
- 14 a class list after completing a Belaire West notice procedure. Plaintiffs engaged in substantial
- 15 communications with class members after receiving this list. In addition, Plaintiffs took the
- 16 depositions of Defendant’s Person Most Qualified witnesses, William James Martin and
- 17 retained an expert in this matter as part of its filing of a Motion for Class Certification.
- 18 Likewise, Defendant took the Depositions of Plaintiff Deandre Pierce and Plaintiff Deon
- 19 Gentry Jr.
- 20 18. The discovery, investigation, and litigation process has been adequate to give Class Counsel
- 21 a sound understanding of the value, strength, and vulnerabilities of the Class claims. From
- 22 this discovery and data, Plaintiffs and their Counsel were able to analyze Defendant’s
- 23 liability and prepare a realistic damage model, and file a Motion for Class Certification on
- 24 September 30, 2025.
- 25 19. The Parties attended two full-day mediations. The Parties held the first mediation with
- 26 respected wage and hour mediator Kelly Knight on February 11, 2025, which was
- 27 unsuccessful. The Parties proceeded with litigation and preparing for class certification.
- 28 After Defendant filed its Opposition to Class Certification, but prior to Plaintiffs filing their

1 Reply, the Parties agreed to attend a second mediation with respected wage and hour
2 mediator Stephanie Chow on March 12, 2026, which ultimately resulted in the present
3 settlement.

4 20. The central issue in this matter is Plaintiffs' contention that Defendant misclassified Plaintiffs
5 and similarly situated drivers as independent contractors. In order to recover anything in this
6 matter, Plaintiffs would have to prove that the contracted drivers are actually employees.
7 The ABC test governs whether a worker is to be considered an independent contractor or an
8 employee. An independent contractor classification is only proper if all of the following
9 conditions of the ABC Test are satisfied: "(A) The person is free from the control and
10 direction of the hiring entity in connection with the performance of the work, both under the
11 contract for the performance of the work and in fact. (B) The person performs work that is
12 outside the usual course of the hiring entity's business. (C) The person is customarily
13 engaged in an independently established trade, occupation, or business of the same nature as
14 that involved in the work performed." Cal. Lab. Code. § 2775; *Dynamex Operations West,*
15 *Inc. v. Superior Court of Los Angeles* (2018) 4 Cal. 5th 903, 955-56.

16 21. Plaintiffs lean heavily on the argument that Defendant cannot satisfy Prong B because drivers
17 preform work within Defendant's usual course of business. Notably, Defendant displays on
18 its website that its business is "delivering and transporting commercial trucks, busses, and
19 recreational vehicles." Plaintiffs and class members are the ones who deliver and transport
20 said trucks, buses, and vehicles. As such, Plaintiffs contend they work within Defendant's
21 usual course of business and were misclassified. Plaintiffs also assert that Prong A could not
22 be satisfied because Defendant controlled nearly every aspect of the delivery details.
23 Namely, Defendant told drivers when they needed to pick up deliveries, Defendant told
24 drivers when they needed to complete deliveries by, and Defendant provided numerous
25 instructions that drivers had to follow during deliveries.

26 22. argues that Indiana law, as opposed to California law, applies to whether an employment
27 relationship has formed. Defendant relies on its driver contract agreements which include
28 an Indiana choice-of-law provision. Defendant notes that this choice-of-law issue would

1 render class certification completely improper because, in order to determine what law
2 applies, the Court would have to inquire into where class members primarily reside and work,
3 which Defendant argues can only be done on an individualized basis. Defendant notes that
4 this would render any trial completely unmanageable, particularly considering drivers
5 preform work all throughout the country. Plaintiffs counter that the choice-of-law issue
6 would pose no threat to certification given the provision merely suggests that Indiana law
7 will apply to contract interpretation disputes. Plaintiffs contend that this is not a dispute over
8 what the driver contracts say, but rather whether Defendant violated employee protections
9 under California law. Nevertheless, if Defendant's defense here were successful, all of
10 Plaintiffs' claims would fail.

11 23. Second Defendant argues that it does properly classify drivers as independent contractors,
12 and that Plaintiffs attempt to oversimplify the analysis of the ABC test. Defendant notes that
13 Indiana has a substantively identical ABC test, and that the Indiana Supreme Court in *Q.D.A.,*
14 *Inc. v. Indiana Dep't of Workforce Dev.* (Ind. Sup. Ct. 2019) 114, N.E. 3d 840, 845-848,
15 already determined that Defendant has properly classified its drivers as independent
16 contractors. Specifically, the Indiana Supreme Court found that Defendant was effectively
17 a brokerage that simply connected drivers with customers who needed hauling services.
18 Thus, the court ruled that Defendant's business is distinct from the drivers and that Defendant
19 did not control the work of drivers. While this is not a California Supreme Court decision,
20 it involves the same Defendant and addresses the very issue that is at the heart of this case.
21 Again, Plaintiffs would recover nothing if this Court sided with the Indiana Supreme Court,
22 and thus considerable weight had to be given to this argument in evaluating settlement.

23 24. Plaintiffs contend that Defendants failed to pay class members minimum wage for all hours
24 worked. Plaintiffs assert that Defendant only pays drivers by the mile or by the trip, which
25 exclusively compensates drivers for hauling tasks and fails to compensate drivers for other
26 required work.

27 25. However, these underlying claims are entirely contingent on Plaintiffs prevailing on the
28 misclassification claim. Should the misclassification claim fail, all of Plaintiffs underlying

claims would also fail. Moreover, relying on the California Supreme Court's decision in *Oman v. Delta Air Lines, Inc.*, 9 Cal. 5th 762, 781 (2020), wherein the Court ruled that "compensation owed to employees is a matter determined primarily by contract," 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.

26. Plaintiffs contend, that Defendants unlawfully deducted business expenses from class members. Under Labor Code section 2802, the employer must "indemnify its employees for expenses they necessarily incur in the discharge of their duties[.]" The California Supreme Court in *Gattuso v. Harte-Hanks Shoppers, Inc.*, makes clear that the goal of section 2802 is "to prevent employers from passing on their operating expenses to their employees." *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal. 4th 554, 569-71. 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.

27. 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.

28. 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. Not only are these claims dependent on the success of Plaintiffs' underlying claims, but they are dependent on drivers being

1 misclassified as independent contractors. Should Plaintiffs' misclassification claim or the
2 underlying unpaid wages and unlawful deduction claims fail, these claims would also follow
3 suit. In addition, Defendant contends that even if Plaintiffs were successful in their
4 underlying claims, they would have to prove Defendant "willfully" failed to pay employees
5 the appropriate wages and premiums due upon separation of employment. Defendant
6 contends that any failure to pay wages due at the separate of employment was not willful and
7 that it would not be liable for waiting time penalties because a "good faith dispute" exists
8 over the payment of those wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp.*
9 *No. 2* (2008) 163 Cal.App.4th 1157, 1201. Defendant also argues that Plaintiffs' underlying
10 claims cannot form the basis of their wage statement claim. *Maldonado v. Epsilon Plastics,*
11 *Inc.* (2018) 22 Cal.App.5th 1308, (noting employees do not suffer injury under California
12 Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked
13 and the pay received even if the pay is later determined to be inaccurate).

14 29. Plaintiffs' main PAGA claim arises under Labor Code section 226.8, for the willful
15 misclassification of drivers as independent contractors. Under Labor Code, section 226.8, a
16 person or entity that willfully misclassifies an employee as an independent contractor "shall
17 be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than
18 twenty-five thousand dollars (\$25,000) for each violation." Plaintiffs claim that Defendant's
19 misclassification was willful considering California's ABC test has been in effect throughout
20 the entirety of the class period. Moreover, that Defendant had no legitimate basis to believe
21 in the lawfulness of its classification, particularly considering drivers perform work that is
22 central to Defendant's business.

23 30. However, Defendant maintains confident that Plaintiffs' misclassification claim could be
24 defeated both at certification and on the merits for the reasons discussed previously.
25 Defendant notes, at the very least, that its classification could not be considered willful.
26 Specifically, Defendant points out that Indiana has a nearly identical ABC test and the
27 Indiana Supreme Court, as discussed above, sided with Defendant when facing the same
28 issues Plaintiffs present here. Thus, the question on the willfulness here would come down

1 to whether Defendant reasonably relied on that ruling or should have known California
2 would rule differently. Under these circumstances, Plaintiffs had to factor this defense in
3 their evaluation of willful misclassification for settlement purposes.

4 31. As discussed, Plaintiffs allege that Defendant fails to pay class members minimum wage for
5 all time worked and all non-driving tasks considering Defendant only pays by the mile or by
6 the trip. Plaintiffs estimate 15 minutes of non-productive time per trip, plus an additional 3
7 hours per employee for orientation time. Thus, the maximum potential exposure under this
8 claim is \$564,908.60. $((73,783 \text{ trips} \times \$14.80 \text{ average minimum wage} \times 0.25 \text{ hours} \times 2$
9 $\text{liquidated damages}) + (3 \text{ hours} \times 213 \text{ class members} \times \$14.80 \text{ average minimum wage} \times 2$
10 $\text{liquidated damages}) = \$564,908.60$.

11 32. Plaintiffs also assert that Defendants unlawfully deducted wages from employees and forced
12 them to bear necessary business expenses. From the data points and pay records produced,
13 Plaintiffs calculated the total amount of deductions and maximum exposure as
14 \$3,541,020.54.

15 33. Plaintiffs allege that Defendant fails to provide accurate itemized wage statements and
16 waiting time penalties. These claims are derivative of Plaintiffs' unpaid wages and unlawful
17 deductions claims. Assuming all current drivers were entitled to the maximum penalty for
18 noncompliant wage statements, the maximum potential exposure would be \$252,000 $(\$4,000$
19 $\times 63 \text{ current employees} = \$252,000)$.

20 34. Plaintiffs calculate the potential maximum exposure for the waiting time penalties as
21 \$2,700,000 $(150 \text{ former employees} \times 30 \text{ days} \times 8 \text{ hours} \times \$75 \text{ average hourly rate} =$
22 $\$2,700,000)$.

23 35. Plaintiffs also seek PAGA penalties deriving from Labor Code section 226.8 for the alleged
24 willful misclassification of drivers as independent contractors. Plaintiffs estimate that all
25 drivers in the PAGA period could be entitled to \$10,000 for the misclassification alone,
26 setting the exposure for the initial misclassification as \$1,280,000 $(128 \text{ aggrieved employees}$
27 $\times \$10,000 = \$1,280,000)$. Moreover, Plaintiffs contend that Defendant illegally deducted
28 wages from drivers as a result of the misclassification in every pay period, creating an

1 additional exposure of \$44,740,000 (4,474 pay period x \$10,000 = \$44,740,000).

2 36. Thus, not taking into account any of Defendant's defenses or arguments, Plaintiffs estimated
3 that if they were successful in the central misclassification issue and proved that it was willful
4 that Defendant's potential PAGA exposure would be approximately \$45,868,000
5 (\$1,128,000 (misclassification) + \$44,740,000 (deductions)). Additionally, if Plaintiffs were
6 able to get over the initial misclassification hurdle, Defendant's potential total exposure for
7 the underlying class claims would be \$4,205,929.14 (\$564,908.60 (unpaid wages) +
8 \$3,541,020.54 (unlawful deductions)). If Plaintiffs were successful their underlying claims,
9 and are able to prove that Defendant's wage statement and waiting time penalties were
10 "knowing and intentional" and "willful," they may also be entitled to damages for wage
11 statement penalties and waiting time penalties in the amounts of \$252,000 and \$2,700,000
12 respectively.

13 37. Although remaining confident in their positions, Plaintiffs had no way of knowing how the
14 factfinder would rule on these issues, and a substantial discount had to be given to make
15 settlement possible. Plaintiffs had to discount the maximum exposure for all of their claims
16 to account for the viability of Defendant's counter arguments and the significant and real
17 possibility that they could take nothing on any of their claims.

18 38. Notably, the misclassification issue is central to this case. If Plaintiffs failed to prove that
19 they were misclassified as independent contractors, Plaintiffs would take nothing on any of
20 their claims. As discussed, Defendant presented serious challenges to the misclassification
21 claims both at certification and on the merits. Defendant's note that certification would be
22 entirely improper given the choice-of-law provision in their contracts would force the Court
23 to individually determine for each driver where they primarily resided would work. Further,
24 Defendant's assert even if Plaintiffs could get past certification, that they could not prevail
25 on the merits considering the Indiana Supreme Court in *Q.D.A., Inc. v. Indiana Dep't of*
26 *Workforce Dev.* (Ind. Sup. Ct. 2019) 114, N.E. 3d 840, already determined that Defendant's
27 drivers were not employees under Indiana's substantially similar ABC test. Although not
28 California authority, given this case involves Defendant directly and revolves around the

1 same misclassification issue, Plaintiffs had to give this argument considerable weight when
2 evaluating settlement.

3 39. Again, if Defendant were successful in its defense against misclassification, all of Plaintiffs'
4 claims would fail. Even if, Plaintiffs were to prevail on misclassification, Defendant
5 presented additional challenges to the underlying claims for unpaid wages and unlawful
6 deductions. Defendant argued that Plaintiffs' unpaid wages claim is meritless given its
7 contracts specify that the compensation drivers received included all driving and non-driving
8 tasks. Moreover, Defendant argued that it did not unlawfully deduct wages from drivers and
9 did not require drivers to use advances strictly for fuel. Defendant notes that it could provide
10 numerous declarations from drivers wherein drivers used advances for non-work-related
11 purposes. Defendant notes that this claim could not only be defeated on the merits but that
12 it would be uncertifiable considering it would require considerable individualized inquiry.
13 Plaintiffs remaining wage statement and waiting time claims are derivative of these underling
14 claims. Meaning, if the underlying claims failed, so to would the wage statement and waiting
15 time claims.

16 40. With respect to the PAGA penalties under Labor Code section 226.8 relating to
17 misclassification, Defendant maintains that its drivers are properly classified as independent
18 contractors for the reasons discussed previously. Defendant's further note that, even if
19 Plaintiff's could show that they were misclassified, they would have the added hurdle of
20 proving this misclassification was willful to recover any penalties. Defendant's note that it
21 was entirely reasonable for them to rely on the Indiana Supreme Court case wherein the court
22 sided with Defendant and ruled, under a similar ABC test, that Defendant was not an
23 employer. Under these circumstances, Plaintiffs had to factor this defense in their evaluation
24 of willful misclassification for settlement purposes.

25 41. In light of the risks Plaintiffs' claims faced and the possibility that Plaintiffs recovered
26 nothing, Plaintiffs reduced the realistic potential exposure in order to gain a definite monetary
27 recovery for the class. Plaintiffs and their Counsel believe that the settlement amount of
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1 \$2,000,000 – with an average settlement share amount estimated at \$5,229.23¹ – is a
2 reasonable and fair settlement amount.

3 42. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. A true
4 and correct copy of Plaintiff Deon Gentry Jr.’s Notice to the LWDA is attached to **Exhibit**
5 **1** as **Exhibit A**. A true and correct copy of the proposed Class Notice is attached to **Exhibit**
6 **1** as **Exhibit B**.

7 I declare under penalty of perjury under the laws of the State of California that all the
8 foregoing is true and correct.

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10 Dated: July 15, 2026

MARA LAW FIRM, PC

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12 _____
13 David Mara, Esq.

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¹ \$1,113,825 Net Settlement Amount / 213 estimated class members = \$5,229.23

Exhibit 1

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Deandre Pierce and Deon Gentry, Jr. (collectively, “Plaintiffs”), individually and on behalf of all members of the Settlement Class and PAGA Employees (both terms defined below), on one hand, and Defendant Quality Drive Away, Inc. (“Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs, the Settlement Class and the PAGA Employees are represented by Paul K. Haines of Haines Law Group, APC, Scott M. Lidman and Milan Moore of Lidman Law, APC, and David Mara of the Mara Law Firm, PC (collectively, “Class Counsel”). Defendant is represented by Damian M. Moos of Scopelitis, Garvin, Light, Hanson & Feary, LLP.

On June 12, 2023, Plaintiff Deandre Pierce filed a wage and hour class action against Defendant in San Bernardino County Superior Court, Case No. CIVSB2313410 (pending before Hon. Joseph T. Ortiz in Dept. 17) (the “Pierce Action”). In the Pierce Action, Pierce alleged the following causes of action: failure to pay all straight time wages at statutory minimum wage; knowing an intentional failure to comply with itemized employee wage statement provisions (Cal. Lab. Code §§ 226, 1174, 1175); failure to pay all wages due at the time of termination of employment (Cal. Lab. Code §§ 201-203); failure to reimburse/illegal deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11090(8)); and violation of unfair competition law (Bus. & Prof. Code § 17200, et seq. pursuing unpaid wages.

On June 22, 2023, Deon Gentry and Deon Gentry, Jr. filed a wage and hour class action against Defendant in San Bernardino County Superior Court, Case No. CIVSB2314287 (the “Gentry Action”). In the Gentry Action, the plaintiffs alleged the following causes of action: failure to pay all minimum wages owed (Labor Code §§ 226.2, 1194, 1194.2, 1197, 1197.1); failure to provide accurate, itemized wage statements (Labor Code § 226 et seq.); failure to reimburse necessary business expenses (Labor Code § 2802); unlawful deductions from wages (Labor Code § 221); failure to pay all wages upon termination of employment (Labor Code § 201-203); and unfair competition (Bus. & Prof. Code § 17200 et seq.).

By letter dated June 22, 2023, Deon Gentry and Deon Gentry, Jr. gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that they alleged Defendant violated. A copy of their June 22, 2023 letter to the LWDA (“PAGA Notice”) is attached hereto as **Exhibit A**.

On July 18, 2023, Defendant removed the Pierce Action to the United States District Court for the Central District of California. On September 8, 2023, the Pierce Action was remanded back to San Bernardino County Superior Court.

On August 14, 2023, Defendant removed the Gentry Action to the United States District Court for the Central District of California. On December 26, 2023, the Gentry Action was remanded back to San Bernardino County Superior Court.

On August 28, 2023, Deon Gentry and Deon 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”).

On March 7, 2024, the Court in the Pierce Action granted Pierce’s Motion to Amend his complaint to add the plaintiffs from the Gentry Action and their overlapping claims to Plaintiff Deandre Pierce’s pending action.

On March 29, 2024, a First Amended Complaint was filed in the Pierce Action which added Plaintiffs Deon Gentry and Deon Gentry, Jr. and their claims to the case.

On April 4, 2024, the Court in the Gentry Action dismissed the action without prejudice because the parties and claims in the Gentry Action were included in the Pierce Action.

On March 11, 2025, pursuant to a Stipulation between the Parties, the Court consolidated the Pierce Action with the Gentry PAGA Action, with the Pierce Action (Case No. CIVSB2313410) being the lead action.

On March 21, 2025, the Court in the PAGA Action dismissed Plaintiff Deon Gentry, Sr. from the case due to his death.

On April 17, 2025, the Court in the Pierce Action dismissed Plaintiff Deon Gentry, Sr. from the case due to his death.

Given the uncertainty of litigation and Defendant’s denial of Plaintiffs’ claims, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class, PAGA Employees and the State of California. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

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.

For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of June 12, 2019 through May 11, 2026.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Employees.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the following definition of PAGA Employees:

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.

For purposes of this Settlement Agreement, the “PAGA Period” and release under the PAGA shall mean the time period between June 22, 2022, to May 11, 2026.

3. **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) 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”), as follows:

- A. Settlement Class Members’ Release: 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”).
- B. The time period for the release of the Released Claims shall be the same time period as the Class Period.
- C. PAGA Release: 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 (defined below), 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”).

- D. The time period for the release of the PAGA Released Claims shall be the same time period as the PAGA Period.
- E. Plaintiffs’ Release. Plaintiffs and their spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of 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 this Settlement Agreement, including, but not limited to, all Released Class Claims, and Released PAGA Claims, as defined in Paragraphs 3(A) through 3(D) above (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or to claims or actions based on occurrences after they execute this Settlement Agreement. Plaintiffs acknowledge they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts, or their discovery thereof.

For purposes of Plaintiffs’ Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that 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.

- F. The releases identified herein will only be effective upon the Effective Date (defined in Paragraph 4.B.1 below).

4. **Gross Settlement Amount.** As consideration, Defendant agree to pay a non-reversionary “Gross Settlement Amount” of Two Million Dollars and Zero Cents (\$2,000,000.00) (unless such Gross Settlement Amount is increased pursuant to Paragraph 4.E. below) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrator as the “Settlement Administrator” to administer this Settlement. All administrative costs due and owing to the Settlement Administrator shall be paid from the Gross Settlement Amount.
- B. 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. Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator 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 in Paragraph 5.C below within ten (10) calendar days of written notice from the Settlement Administrator of the total of said tax amount.

- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,175.00);
 - (3) Up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) to each Plaintiff (for a total of \$40,000.00) for their Class Representative Service Awards, in recognition of their contributions to the Action, and their service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;
 - (4) Up to Thirty-Five Percent (35%) of the Gross Settlement Amount in Class Counsel's attorneys' fees [currently estimated to be Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00), unless the Gross Settlement Amount is increased pursuant to Paragraph 4.E. below], plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Sixty Thousand Dollars and Zero Cents (\$60,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifty Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Eighteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$18,750.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.
- D. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
- E. **Unexpected Trips/Escalator Clause.** Defendant represents that there are an estimated 73,783 trips taken by Class Members during the Class Period (June 12, 2019 through May 11, 2026). If the number of trips during the Class Period is more than 10% greater than this figure (i.e., if there are 81,162 or more trips worked by the Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis to the extent of the excess (i.e., if the actual number of trips worked during the Class Period by Class

Members is 11% greater than the estimated number of trips worked during the Class Period by Class Members, Defendant will increase the Gross Settlement Amount by 1%). The term “trip” shall mean an instance in which a Class Member accepted an assignment and took possession of the load, whether or not delivery of the load was fully completed.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiffs’ Class Representative Service Awards, the Settlement Administrator’s fees and expenses for administration, and the amounts designated as PAGA civil penalties payable to the LWDA and the PAGA Employees. The remaining amount shall be known as the “Net Settlement Amount.”
- B. 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.
- C. 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.

- D. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Awards for both the First Distribution and Second Distribution based on the following formula:
- 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 which will be calculated by multiplying the Net Settlement Amount by a fraction, 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.
- E. PAGA Amount: Eighteen Thousand Seven Hundred and 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 this 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, and the denominator of which is the total number of trips worked by all PAGA Employees.
- F. 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 W-2 for amounts deemed "wages" and 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, including the wage portion, 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.

- G. 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 whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.
6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (unless the Gross Settlement Amount is increased pursuant to Paragraph 4.E. above in which case the attorneys' fees shall increase accordingly). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.
7. **Class Representative Service Award.** Defendant will not object to a request for Class Representative Service Awards of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) to each Plaintiff (for a total of \$40,000.00) for their time and risk in prosecuting this case and their service to the Settlement Class. This award will be in addition to Plaintiffs' Settlement Awards as Settlement Class members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.
8. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiffs seeking permission to pay up to Ten Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,175.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.
9. **Preliminary Approval.** The Parties, Plaintiffs and Defendant agree to the following procedures regarding obtaining approval of this settlement:

Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC, Scott M. Lidman and Milan Moore of Lidman Law, APC, and David Mara of the Mara Law Firm, PC as Class Counsel;
- C. Appointing Deon Gentry, Jr. and Deandre Pierce as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrator as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Settlement and Notice of Settlement Award, drafts of which are attached collectively hereto as **Exhibit B**), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and number of trips worked by each Settlement Class Member during the Class Period and PAGA Period (collectively referred to as the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any of the class portion recovery under this Settlement Agreement and will not be bound by the terms of the class portion of the Settlement or have any right to object, appeal or comment thereon.
 - ii. Notwithstanding the above, the Parties agree there is no statutory or other right for any Settlement Class member to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class member who is also a PAGA Employee who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount and shall still be bound by the PAGA portion of this Settlement including the PAGA Release.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel). Class Counsel shall file any objections with the Court. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well the Settlement Class member's number of trips

worked as an independent contractor driver during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, 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.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified before the Response Deadline, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once before the Response Deadline, the Settlement Administrator shall continue to make reasonable efforts to obtain an updated mailing address. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Administrator's Declaration.** No later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class and Collective Notices returned as undeliverable, the re-mailing of Class and Collective Notices, attempts to locate Class Members or Collective Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid) from Class Members, the number of written objections received from Class Members, and attach a list of the names and other identifying information of Class Members who have submitted timely and valid Requests for Exclusion ("Exclusion List"). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

12. **Defendant's Right to Withdraw.** If the number of valid Requests for Exclusion identified in the Exclusion List to be prepared by the Settlement Administrator exceeds 10% of the total number of Class Members, Defendant may, within its sole discretion, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be null and void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, that Defendant remains responsible for paying all Settlement Administration Expenses actually incurred up to that time. Defendant must notify Class Counsel and the Court of its election to withdraw no later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel.

13. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

14. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

15. **Non-disclosure and Non-publication.** Prior to the filing of the Motion for Preliminary Approval, Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel

may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

16. **Legal Developments.** The Parties agree that Plaintiffs will submit to the Court a motion for preliminary approval and final approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

17. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

18. **Attorneys' Fees:** In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover his, her and/or its reasonable attorneys' fees and costs incurred arising from such dispute.

19. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Damian M. Moos of Scopelitis, Garvin, Light, Hanson & Feary, LLP, 100 Spectrum Center Drive, Suite 900, Irvine, CA 92618; dmoos@scopelitis.com

if to Plaintiff: Scott M. Lidman and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com and mmoore@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

David Mara of Mara Law Firm, PC, 3160 Camino Del Rio South, Suite 207, San Diego, California 92108; dmara@maralawfirm.com

20. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

21. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

22. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: DEFENDANT QUALITY DRIVE AWAY, INC.

By: _____

Its: _____

DATED: May 26, 2026

PLAINTIFF DEON GENTRY, JR.

By:  DB4L Inc (May 26, 2026 16:13:25 EDT)

Plaintiff and Settlement Class Representative

DATED: May 28, 2026

PLAINTIFF DEANDRE PIERCE

By:  67902C24275E4A8...

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

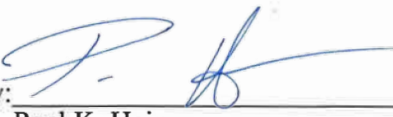
DATED:

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, LLP

By: _____
Damian M. Moos
Attorneys for Defendant

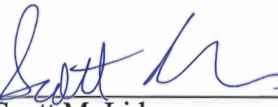
DATED: May 26, 2026

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Attorneys for Plaintiffs

DATED: May 26, 2026

LIDMAN LAW, APC

By:  _____
Scott M. Lidman
Attorneys for Plaintiffs

DATED: June 1, 2026

MARA LAW FIRM, PC

By:  _____
David Mara
Attorneys for Plaintiffs

22. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT QUALITY DRIVE AWAY, INC.

By: William J. Martin

Its: President

DATED:

PLAINTIFF DEON GENTRY, JR.

By: _____

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF DEANDRE PIERCE

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: May 27, 2026

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, LLP

By: 
Damian M. Moos
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiffs

DATED:

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiffs

DATED:

MARA LAW FIRM, PC

By: _____
David Mara
Attorneys for Plaintiffs

EXHIBIT A

EXHIBIT A

LIDMAN LAW
2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

June 22, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Quality Drive Away, Inc., an Indiana
corporation
c/o C T Corporation System, Registered Agent
330 N. Brand Blvd.
Glendale, CA 91203

Re: *Deon Gentry, et al., v. Quality Drive Away, Inc., an Indiana corporation*

To Whom It May Concern:

Please be advised that this law firm represents Deon Gentry and Deon Gentry, Jr. (collectively, “Plaintiffs”) in claims arising from their employment with Quality Drive Away, Inc., an Indiana corporation (“Defendant”). Plaintiffs are each an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former drivers working for Defendant in California and whom Defendant classified as independent contractors, at least in part, during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Plaintiffs file a civil lawsuit seeking civil penalties.

Deon Gentry, a former employee, was employed by Defendant as a driver from approximately February 2021 through September 2021.

Deon Gentry, Jr., a current employee, has been employed by Defendant as a driver since 2019 through the present.

During their employment, Plaintiffs have been drivers who transport various types of vehicles from one location to another for Defendant’s customers. During Plaintiffs’ employment, Defendant unlawfully and willfully misclassified Plaintiffs and other drivers as independent contractors. Thus, Defendant willfully and wrongfully denied Plaintiffs and the members of the Classes of their rights to the protections afforded to employees under the California Labor Code and applicable Wage Order of

LWDA
June 22, 2023
Page 2 of 3

the Industrial Welfare Commission. Indeed, Plaintiffs are informed and believe, and based thereon allege, that, during all relevant times herein mentioned, Defendant knew or should have known that it had a duty to properly classify Plaintiffs and other drivers as employees, and properly compensate them, and that Defendant had the financial ability to do so and pay such compensation, but willfully, knowingly, and intentionally failed to do so in order to increase their profits.

Plaintiffs and the other similarly situated drivers provide vehicle delivery services which are directly part of Defendant's regular business as a vehicle delivery company. The services they provide to Defendant are the kind of work typically done by an employee under the direction of an employer. Defendant maintains/controls the vehicles and center of operations at its yard in Perris, California, which serves as the base of operations for Plaintiffs and other similarly situated drivers.

In connection with their employment with Defendant, Plaintiffs and other similarly situated drivers would be required to drive and/or use other transportation to the vehicles to be transported and delivered. Defendant controlled and directed Plaintiffs and the other drivers in connection with the performance of their work, in terms of when and how to pick up the vehicles, when and how to pick up and make deliveries, and how to otherwise perform their job duties.

While unlawfully and willfully misclassified by Defendant as independent contractors, Plaintiffs and the and other similarly situated drivers were/are paid on a piece-rate basis – by the mile. As a result, Plaintiffs and the and other similarly situated drivers were not separately compensated for time spent working on tasks unrelated to actual driving of the vehicles to be delivered, including, without limitation, time spent on pre- and post-trip inspections, time spent fueling the vehicles, time spent completing paperwork, time spent maintaining/washing the vehicles, time waiting, travel time, and other non-productive time. As a result, Plaintiffs and other similarly situated drivers were not paid at least the minimum wage for all hours worked.

As a result of Defendant's failure to pay all minimum wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other similarly situated drivers. Nevertheless, because Defendant misclassified Plaintiffs and other similarly situated drivers as independent contractors, they failed to provide Plaintiffs with any accurate wage statements as required by Labor Code section 226.

Defendant also failed to reimburse Plaintiffs for necessary business expenses incurred throughout the relevant time period. Defendant required their drivers who were misclassified as independent contractors, including Plaintiffs, to pay for, among other things, expenses related to any travel required as part of their duties, equipment repair/damage costs, "pullout" fees and other expenses. Despite these requirements, Defendant did not reimburse Plaintiffs for incurring these necessary business expenses in violation of California law. Further, Defendant illegally deducted at least some of these expenses from wages owed, in further violation of California law.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Willful Misclassification as Independent Contractors (Labor Code section 226.8)

Labor Code section 226.8(a)(1) makes it unlawful for any person or employer to engage in the willful misclassification of an individual as an independent contractor. Labor Code section 226.8(i)(4)

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defines “willful misclassification” as “avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor.”

Labor Code section 2750.3 provides the legal framework for determining whether a person providing labor or services for remuneration is an employee or independent contractor. Pursuant to Labor Code section 2750.3:

“...a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:

- (A) The person is 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.
- (B) The person performs work that is outside the usual course of the hiring entity’s business.
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.” (Cal. Labor Code § 2750.3).”

As alleged herein, Defendant exercises a great amount of control over the aggrieved employees in the performance of their work. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(A) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees perform work which is within the Defendant’s usual course of business. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(B) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees are not customarily engaged in the business of providing delivery services. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(C) are satisfied with respect to the employment of the aggrieved employees.

Because Defendant cannot demonstrate that any of the conditions set forth in Labor Code section 2750.3(A-C) are satisfied with respect to the employment of the aggrieved employees, the aggrieved employees should have been properly classified as employees entitled to the protections and benefits of the California Labor Code and applicable IWC Wage Orders.

Pursuant to Labor Code section 226.8(b):

“If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

Pursuant to Labor Code section 226.8(c):

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“If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

Defendant has engaged, and continues to engage in an unlawful pattern and practice of avoiding employee status for the aggrieved employees by voluntarily, knowingly, and willfully misclassifying those individuals as independent contractors, in violation of Labor Code section 226.8(a)(1).

Unlawful Fees and Deductions (Labor Code section 226.8)

Pursuant to Labor Code section 226.8(a)(2): “It is unlawful for any person or employer to engage in any of the following activities: ...

- (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual’s employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified.” (Cal. Labor Code § 226.8(a)).”

Labor Code section 226.8(i)(4) defines “willful misclassification” as “avoiding employee status for an individual by voluntarily and knowingly misclassifying that individual as an independent contractor.”

As alleged herein, Defendant exercises a great amount of control over the aggrieved employees in the performance of their work. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(A) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees perform work which is within the Defendant’s usual course of business. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(B) are satisfied with respect to the employment of the aggrieved employees.

As alleged herein, the aggrieved employees are not customarily engaged in the business of providing delivery services. As a result, Defendant cannot demonstrate that the conditions set forth in Labor Code section 2750.3(C) are satisfied with respect to the employment of the aggrieved employees.

Because Defendant cannot demonstrate that any of the conditions set forth in Labor Code section 2750.3(A-C) are satisfied with respect to the employment of the aggrieved employees, the aggrieved employees should have been properly classified as employees entitled to the protections and benefits of the California Labor Code and applicable IWC Wage Orders.

Plaintiffs are informed and believe, and based thereon allege, that Defendant has a policy and practice of charging aggrieved employees unlawful fees and making unlawful deductions from their compensation, in violation of Labor Code section 226.8(a)(2).

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Pursuant to Labor Code section 226.8(b):

“If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

Pursuant to Labor Code section 226.8(c):

“If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

As alleged herein, Defendant has engaged, and continues to engage in an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly, and willfully misclassifying those individuals as independent contractors, in violation of Labor Code section 226.8(a)(2).

Minimum Wage Violations

Defendant was required to pay Plaintiffs and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 9, § 4. Plaintiffs and other aggrieved employees were not paid for all hours worked due to Defendant's practice of paying their employees misclassified as independent contractors on a piece-rate basis, which deprive them of pay for all hours worked. As alleged above, Defendant caused Plaintiffs and other aggrieved employees to work hours in a workweek but did not properly compensate them at least minimum wages for all such hours, due to Defendant's unlawful piece-rate compensation plan. These practices by Defendant resulted in Defendant not paying Plaintiffs for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Failure to Reimburse Business Expenses

Defendant failed to reimburse Plaintiffs and other aggrieved employees for necessary work expenses, including, but not limited to, expenses related to travel required as part of their duties, equipment repair/damage costs, “pullout” fees, and other expenses. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9 § 9, and Labor Code § 2802 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”) Plaintiffs and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Unlawful Deductions from Wages

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Defendant unlawfully deducted from the wages rightfully and lawfully owed to Plaintiffs and other aggrieved employees for various work expenses. Defendant's policy of deducting from wages owed for work-related expenses is in violation of Labor Code § 221. Plaintiffs and other aggrieved employees are therefore entitled to reimbursement of such unlawfully deducted wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiffs and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum wages earned, total gross wages earned, total net wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Plaintiffs and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages earned, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Deon Gentry and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum wages.

Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

As "aggrieved employees," Plaintiffs will initiate a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Plaintiffs' own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §226.8 by engaging in, and continuing to engage in, an unlawful practice of avoiding employee status for the aggrieved employees by voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;
- b) Defendant violated Labor Code §226.8 by engaging, and continuing to engage in, an unlawful pattern and practice of charging unlawful fees and making unlawful deductions from the aggrieved employees' compensation, after voluntarily, knowingly and willfully misclassifying those individuals as independent contractors;
- c) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;
- d) Defendant violated Labor Code § 226 by failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements;

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- e) Defendant violated Labor Code §§ 204 and 210 by failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month;
- f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees;
- g) Defendant violated Labor Code § 2802 by failing to reimburse Plaintiffs and other aggrieved employees for all necessary expenditures incurred;
- h) Defendant violated Labor Code § 221 by unlawfully deducting from wages owed to Plaintiffs and other aggrieved employees for all certain work-related expenses; and
- i) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Deon Gentry and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW APC

Scott M. Lidman

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 Releaseors"), and in consideration of the PAGA Amount, Plaintiff Deon Gentry Jr., on behalf of the PAGA Releaseors, 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: [REDACTED] (800) [REDACTED].

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>>**