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**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.

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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]

**PLAINTIFF DEANDRE PIERCE'S DECLARATION IN SUPPORT OF FINAL APPROVAL**

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I DEANDRE PIERCE, hereby declare under penalty of perjury as follows:

1. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify thereto, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.
2. I am a named Plaintiff and Class Representative in the above-captioned lawsuit, and I submit this declaration in support of settlement approval.
3. I worked for Quality Drive Away, Inc. ("QDA") from around 2019, to around 2021 as a driver to transport trucks, buses, and recreational vehicles for QDA's customers.
4. Since becoming a class representative, I have diligently worked on this case and taken my responsibilities as a class representative seriously and have put the interests of the class above my own. I remained readily available to provide anything needed of me in this matter, including having my deposition taken. I was in frequent contact with my attorneys and always answered phone calls from my attorneys or called them back promptly when they called.
5. Notably, as mentioned previously, I had my deposition taken on December 19, 2025. I was available for the full day for my deposition. In addition, without revealing and/or waiving any attorney-client privilege, I had numerous preparation sessions with my attorneys prior to sitting for my deposition.
6. Furthermore, on many occasions, I spoke with my attorneys for case related purposes. I assisted my attorneys in investigating the case and reached out to them on numerous occasions to provide them with information about my time at QDA that I thought might help the case.
7. I looked for any paperwork or documents, like receipts, bills of lading, and earnings statements from my time with QDA to provide to my attorneys.
8. I also worked with my attorneys in providing responses to Defendant's discovery.
9. I also assisted my attorneys and provided a declaration in support of class certification.
10. Although I did not attend either of the two mediations in person, I was available on the phone for all the negotiations, which I was kept apprised of and assisted in. I was also

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apprised of the settlement discussions that occurred after the mediations. I gave my consent to settle with QDA for the settlement amount of $2,000,000. I completely and carefully reviewed the settlement agreement. I then signed the settlement agreement.

11. I estimate that I spent approximately 55 hours or more on tasks like preparing for my deposition, sitting for my deposition, responding to discovery, speaking with my attorneys, searching for documents, assisting and providing a declaration for class certification, and reviewing the settlement documents.

12. In light of the work I performed in this case and the duties associated with being a class representative in a case of this magnitude, I believe the $20,000 class representative service payment is reasonable. I understand that this additional payment is not guaranteed and is subject to Court approval.

13. I have and will continue to adequately represent all of the interests of the class. With my status as class representative, I will treat the interests of the Class above my interests.

14. My claims are typical of the Class Members because I am similarly situated to all drivers who contracted with QDA, were assigned a home terminal in the State of California, and were classified as independent contractors at any time during the Class Period. Thus, my interests are the same as all members of the proposed Class.

15. I recognize that any resolution of this matter must be approved by the Court in terms of whether the settlement is fair and reasonable, and that I am obligated to protect the interests of all of class members for the Class Period.

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

Dated: 11/9/2026

By: DocuSigned by: 67902C24375E4A8...
Deandre Pierce