

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA, BILLINGS DIVISION**

|                                                                                                                  |                               |
|------------------------------------------------------------------------------------------------------------------|-------------------------------|
| MATTHEW QUINN,<br><br>Plaintiff, on behalf of the Class,<br><br>v.<br><br>MEADOW LARK, et al.,<br><br>Defendant. | Case No. CV-22-55-BLG-SPW-TJC |
|------------------------------------------------------------------------------------------------------------------|-------------------------------|

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**IMPORTANT LEGAL NOTICE**

**TO: INDIVIDUALS WHO ARE FORMER DRIVERS WHO LEASED TRUCKS AND DROVE UNDER MEADOW LARK’S DOT AUTHORITY AND HAD DEDUCTIONS TAKEN FROM THEIR COMPENSATION IN ANY WEEK WITHIN THE UNITED STATES AT ANY TIME AFTER MARCH 28, 2019.**

**PLEASE READ THIS NOTICE CAREFULLY TO FIND OUT HOW THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS. THIS NOTICE WAS AUTHORIZED BY A FEDERAL COURT. IT IS NOT A SOLICITATION FROM A LAWYER.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS</b> |                                                                                                                                                  |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OBJECT</b>                        | To object to the settlement, you must explain to the Court, in writing, why you object to the terms of the settlement or the attorney fee award. |
| <b>ATTEND THE HEARING</b>            | If you timely file your objection, you may ask to speak in Court about the fairness of the settlement or the attorney fee award.                 |
| <b>DO NOTHING</b>                    | If you do nothing, you will receive compensation under the settlement.                                                                           |

\* These rights and options—**and the deadlines to exercise them**—are explained in this notice.

\*\* Payment will not be made until the Court overseeing the lawsuit approves the settlement and any appeals are resolved.

**1. WHY AM I RECEIVING THIS NOTICE?**

You are receiving this notice because Meadow Lark’s records indicate that you are covered by a proposed class action settlement. Specifically, you were identified as a Meadow Lark Driver (“Meadow Lark”) who leased a vehicle from Meadow Lark after March 28, 2019.

The United States District Court for the District of Montana, Billings Division directed the parties to send you this notice because you have a right to know about a proposed settlement of the class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, after any appeals are resolved, the Settlement Administrator will distribute a payment to you in accordance with the settlement if you have not opted out.

This notice explains the lawsuit, the settlement, your legal rights, and what payments may be available to you.

**2. WHY IS THIS A CLASS ACTION LAWSUIT?**

In a class action lawsuit, a class representative (here, Matthew Quinn), sues on behalf of individuals who have similar claims as the class representative. These individuals are jointly called the class and individually called class members. In a class action lawsuit, a single court resolves common issues for all class members, except for those who previously excluded themselves from the class by opting out.

### **3. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?**

The class action is governed by the United States District Court for the District of Montana and overseen by U.S. District Judge Susan Watters and Magistrate Timothy Cavan. The case is *Quinn v. Meadow Lark, et al.*, Case No. CV-22-55-BLG-SPW-TJC.

In 2022, Plaintiffs alleged that Meadow Lark Agency had improperly and systematically deducted pay from drivers, and otherwise failed to comply with federal law concerning leases. Meadow Lark Agency subsequently ceased operations and filed for bankruptcy. Because Meadow Lark Agency had filed bankruptcy deeply in debt, there was and is no meaningful means to recover from the company.

Matthew Quinn then amended his complaint to make allegations against Amanda Roth and Mike Kandas, officers of Meadow Lark. Roth and Kandas deny all material allegations of Plaintiff's class action complaint.

In September 2024, Quinn entered into an agreement with an insurer for Ms. Roth and Mr. Kandas, who provide up to \$2 million in coverage. The Meadow Lark bankruptcy trustee had made a competing claim on this policy. The insurer, the trustee, and the class agreed on splitting the policy, that left the class with a little over \$1 million. Additionally, Plaintiffs recently entered into an additional \$250,000 settlement with Meadow Lark's former attorney and law firm, Ron Usem and Greenberg, Smith & Abraham, PA.

You are a class member, and will be bound by this settlement if it is approved by the Court and you do not opt out. Your legal rights are affected whether you act or not, including releasing all claims against the defendants. Read this notice carefully.

### **4. WHY IS THIS CLASS ACTION LAWSUIT BEING SETTLED?**

The defendants and class counsel have analyzed and evaluated the merits of the class action lawsuit and its effects on the parties and all class members. After taking into account the foregoing, along with the risks and costs of further litigation, the Defendants and class counsel have reached a settlement and are satisfied that the terms and conditions of the settlement are fair, reasonable, adequate, and equitable, and that a settlement of the lawsuit and the prompt provision of effective relief to the class members are in the best interest of the parties and all class members.

### **5. AM I A CLASS MEMBER AND AM I PART OF THIS SETTLEMENT?**

Yes. By receiving this notice, you have been identified as a class member and are a part of this settlement. Meadow Lark's records identified you leased a vehicle at some point after March 2019.

### **6. CAN I OPT OUT OF THE CLASS ACTION LAWSUIT OR THE SETTLEMENT?**

Yes. You must opt out by July 13, 2026. To opt out, you must submit your request in writing and mail to the Settlement Administrator at P.O. Box 301130, Los Angeles, CA 90030-1130. Please include your name, address, claim number as well as a brief statement expressing your wish to opt out of the settlement as well as sign the document. If you did not opt out of the class action lawsuit by that date, you will be bound by the settlement, if it is approved by the Court.

### **7. HOW MUCH WILL BE PAID UNDER THE SETTLEMENT AGREEMENT?**

Under the settlement agreement, Roth and Kandas' insurer has agreed to pay a little over \$1,000,000 to resolve the class claims. Meadowlark's law firm and lawyer have agreed to also pay \$250,000. Additionally, Defendants have agreed to not object to class counsel requesting approximately \$420,000 of the settlement amount for attorneys' fees, \$35,000 for class counsel litigation costs, and \$20,000 for Matthew Quinn, as class representative. These amounts, if approved, will be deducted from the settlement. Administrative expenses for the settlement will also be deducted from the approximately \$1,250,000 settlement amount.

## **8. HOW MUCH WILL I BE PAID UNDER THE SETTLEMENT AGREEMENT?**

Your payment amount will depend on how long you drove for Meadow Lark. While it is impossible to state how much each individual will receive, an initial analysis indicates drivers will receive approximately \$6.50 for every day they were with Meadow Lark. For one year, a driver would receive \$2,372.50.

Again, this is a preliminary analysis and is not a guarantee of any specific amount you will receive.

You are responsible for tax implications (if any) from this settlement.

## **9. WHAT DO I NEED TO DO TO RECEIVE PAYMENT?**

If the settlement is approved, you do not need to do anything to receive payment under the settlement. The parties have assessed how long each driver was with Meadow Lark and will calculate payments based on this duration. Meadow Lark records also provided addresses for class members.

## **10. WHEN WILL I RECEIVE PAYMENT?**

The Court will hold a Fairness Hearing on August 26, 2026, to decide whether to approve the settlement. If the Court approves the settlement, and if there are no objections or appeals, payment will be made shortly after approval. If there are objections or appeals, payment will be made after the objections and appeals are resolved, which may exceed one year.

If the Court approves the settlement, the settlement will be legally binding on you whether you objected or not.

## **11. WHAT RIGHTS AM I GIVING UP UNDER THE SETTLEMENT AGREEMENT?**

As part of the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Amanda Roth or Mike Kandas related to your lease and time with Meadow Lark.

## **12. WHO ARE THE LAWYERS IN THIS CLASS ACTION LAWSUIT?**

The Court appointed John Morrison and Scott Peterson of the law firm Morrison, Sherwood, Wilson, & Deola, PLLP, to represent you and the other class members in the class action lawsuit. These lawyers are referred to as class counsel. You will not be responsible for paying class counsel, but if you want to be represented by your own lawyer, you may hire one at your own expense.

## **13. HOW WILL THE LAWYERS BE COMPENSATED?**

Class counsel will ask the Court to approve payment of up to 1/3 of the settlement for their attorneys' fees, or approximately \$420,000. They will also ask to recoup \$35,000 for litigation costs, and \$20,000 for Matthew Quinn, as class representative. These fees would compensate and reimburse class counsel for investigating the facts, litigating the case, and negotiating the settlement. These amounts will be deducted from the approximately \$1,250,000 settlement amount, along with settlement administrative expenses, resulting in approximately \$550,000 to be distributed to class members. Defendants have agreed not to oppose these fees and expenses. If the Court does not approve class counsel's fees and expenses, the settlement may be voided. Class counsel will be filing a motion and brief in support of these fees and costs, and these documents will be available at [www.leasedtrucksettlement.com](http://www.leasedtrucksettlement.com) for your review before **June 19, 2026**.

## **14. WHAT IS AN OBJECTION AND HOW DO I OBJECT TO THE SETTLEMENT?**

Objecting to the settlement means notifying the Court of the reasons why you oppose the settlement. You may object to any part of the settlement, including class counsels' request for attorneys' fees and costs, by mailing a letter to the address below:

Clerk of Court  
United States District Court for the District of Montana  
2601 2nd Ave. N.  
Billings, MT 59101

The letter must be mailed no later than July 13, 2026. The letter must reference the case number CV-22-55-BLG-SPW-TJC, and the case name, *Quinn v. Meadow Lark*. It must also include a detailed statement of the objection and the specific reasons for it, including any evidence and legal authority you wish to bring to the Court's attention. It must also contain your printed name, address, telephone number, and provide information establishing your standing as a class member. If you retain an attorney (which you may do at your expense), the attorney must: (a) file a notice of appearance with the Court by **July 13, 2026**; (b) file a sworn declaration attesting to his or her representation of you in regard to the filing of the objection on your behalf; and (c) satisfy (on your behalf) all requirements for objection described here.

These objection requirements are important. If you do not comply with them, you will give up the right to object to the settlement, to appear and be heard on any such objection at the Fairness Hearing, and the right to appeal from the Court's disposition of the settlement.

If the Court grants final approval of the settlement, you will be bound by the settlement, even if you submitted an objection to the settlement.

#### **15. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Fairness Hearing on Wednesday, August 26, 2026, at the United States District Court for the District of Montana, 2601 2nd Ave. North, Billings, MT 59101. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Watters will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to class counsel. After the hearing, the Court will decide whether to approve the settlement.

#### **16. DO I HAVE TO APPEAR AT THE FAIRNESS HEARING?**

No. You are not required to appear at the Fairness Hearing. Class counsel will appear on your behalf and answer any questions the Court may have. If you or your counsel wish to appear at the Fairness Hearing, then you must file a written notice of intent to appear with the Court and counsel for both parties (at the address listed in the answer to Question 14) by **August 12, 2026**.

#### **17. WHAT HAPPENS IF I DO NOT DO ANYTHING IN RESPONSE TO THIS NOTICE?**

If you do not do anything in response to receiving this notice and the Court approves this settlement, you will receive a payment by check.

#### **18. HOW DO I GET FURTHER INFORMATION?**

If you have any questions about this notice, settlement, or the class action lawsuit, or want to review any document that has been filed in this case, you may visit [www.leasedtrucksettlement.com](http://www.leasedtrucksettlement.com), or call class counsel at (406) 442-3261.

**Please do not contact the Judge, the Clerk of Court, or Defendants, or their attorneys, with questions.**

Dated: 5-29-2026

**BY ORDER OF THE COURT:**

Timothy J. Cavan, United States Magistrate Judge