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on behalf of himself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MICHAEL BOLDS, on behalf of himself and all others similarly situated, Plaintiff, v. TRANSPORTUS INC., a California Corporation; and DOES 1 Through 10, inclusive, Defendant.	Case No. CIVSB2515019 ASSIGNED FOR ALL PURPOSES TO: The Honorable Donald Alvarez Department S23 **<u>CLASS ACTION</u>** **DECLARATION OF MAGGIE REALIN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: June 11, 2026 Time: 9:00 a.m. Dept.: S23 Complaint filed: May 27, 2025 Trial date: Not Set

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I, Maggie Realin, declare as follows:

1. I am a Partner at the law firm of Cohelan Khoury & Singer, co-counsel of record for Plaintiff Michael Bolds ("Plaintiff") in this Action. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement. The following facts are within my personal knowledge and if called to testify I could and would competently testify to them.

2. On May 27, 2025, we filed on behalf Plaintiff Michael Bolds a class action complaint alleging claims for failure to pay minimum wages, overtime and reporting time wages, provide meal and rest periods, pay meal and rest break premiums, provide accurate itemized wage statements, reimburse business expenses, and for derivative claims under Labor Code sections 203 and 226, and violations of the UCL, as well as attorneys' fees and costs. On June 26, 2025, Plaintiff amended his complaint to add a cause of action under PAGA.

3. Plaintiff worked for TransportUS, Inc. as a non-exempt medical transportation driver from September 2024 to March 2025, covering San Bernardino, Riverside, and Los Angeles Counties. He alleges that he regularly worked long shifts of 12–14 hours per day, often beginning early in the morning, transporting primarily veterans between their residences and medical facilities.

4. Plaintiff alleges that Defendant required drivers to contact dispatch the evening before each shift to receive assignments, and that he routinely performed these communications without compensation.

5. Plaintiff further asserts that dispatch frequently added unscheduled trips during shifts, which at times resulted in missed, late, or interrupted meal and rest periods. He alleges that drivers were sometimes discouraged from reporting missed breaks and instead recorded them as compliant.

6. Plaintiff also claims that he was required to use his personal cell phone for work-related purposes, including communications and timekeeping, without reimbursement.

7. Plaintiff alleges that on certain occasions he reported to work but was provided only limited hours and did not receive reporting time pay.

8. Plaintiff contends that Defendant did not fully provide certain promised wages and retirement contributions, resulting in unpaid compensation.

9. The Parties carefully investigated the claims and facts alleged in this action, and we made a thorough study of the legal principles applicable to the claims asserted against Defendant. We received data points, and documents and policies to evaluate Plaintiff's claims. As a result of careful investigation of the claims in this action, the Parties had a clear understanding of their respective claims and defenses.

10. On February 24, 2026, we mediated this case before Retired Judge Howard Broadman, Esq., a mediator experienced in wage and hour class actions. The case settled in principle. After additional months of arms'-length negotiations, the Parties finalized the terms of the settlement agreement.

11. We recognize several risks to certification and succeeding on the merits in this action. As a preliminary matter, Defendant contends that Plaintiff signed an arbitration agreement, which, if enforced, would bar his wage and hour claims from being litigated in court.

12. With respect to Plaintiff's off-the-clock/unpaid wages claim, Defendant would likely contend that where an employer provides a means to record work time, the employer is entitled to rely on those time records, and is not required to audit other available records to ascertain if any off-the-clock work is occurring.

13. With respect to meal break claims, TransportUS's meal break policies appear facially lawful, and Plaintiff's records show he was paid substantial meal period premiums for non-compliant meal breaks.

14. With respect to rest breaks, TransportUS's rest break policies appear facially lawful, and damages calculations could present complicated issues, as employees did not have to clock out to take rest breaks, or otherwise record them.

15. With respect to Plaintiff's claim for unreimbursed cell phone expenses, Defendant will argue that company-issued cell phones were provided to all employees for purposes of accessing the timekeeping app. If a driver's assigned phone was not compatible with the app or dispatch system, the driver could obtain a replacement device from the on-duty dispatcher.

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Similarly, all necessary communication equipment, including cell phones, radios, and tablets, was supplied to driver personnel during the Class Period. To the extent Plaintiff and other Class Members did not seek reimbursement of these expenses, this claim would be susceptible to summary judgment.

16. With respect to reporting time claim, Defendant will argue Plaintiff and other Class Members received proper reporting time pay in the rare instances when they reported to work but were provided with no work.

17. With respect to wage statement and untimely wages claims, they are derivative of Plaintiff's unpaid time and meal and rest break claims, so if Plaintiff does not prevail on the underlying claims, their derivative claims would also fail. Also, Defendant will likely assert that wages that were not paid cannot form the basis of these derivative claims based on *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018).

18. The tax allocation of the Settlement Payments under the Settlement Agreement is based on the nature of the claims asserted, including claims for unreimbursed business expenses and the fact that this matter involves a PAGA cause of action. In allocating a portion of the recovery to interest, the allocation also accounts for the statutory penalties available under Labor Code sections 226 and 203, as well as PAGA, and recognizes that reimbursements under Section 2802 do not constitute wages. Accordingly, the tax allocation is reasonable. Class Members shall seek their own tax advice regarding the agreement.

19. The PAGA penalties under this Settlement represent over 4% of the total potential maximum PAGA penalties for Plaintiff's claims (1,852 pay periods within the applicable statute of limitations *$100 = $185,500 in total unstacked PAGA penalties).

20. The Parties selected Phoenix Class Action Administration Solutions as the Settlement Administrator in this action. The costs of the Administrator, estimated at $6,500.00, will be deducted from the Gross Settlement Amount. The Parties obtained bids from three settlement administrators, and Phoenix's was the most competitive bid.

21. The average hourly rate for Class Members is $18.81. Based on the analysis of the produced data, Defendant's maximum potential exposure for unpaid wages/overtime is

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$155,910.42. This is based on Plaintiffs' investigation that class members worked about half an hour off-the-clock every week. Thus, Defendant's exposure for unpaid time is as follows: 11,034 workweeks *$28.26 overtime rate x 0.5 hours = $155,910.42.

22. Based on the analysis of the produced data, Defendant's maximum potential exposure for meal break premiums is **$415,761.12**. After accounting for meal break premiums paid, the net violation rate averages approximately two noncompliant meal periods per workweek, so the exposure is as follows: 11,034 workweeks *2 * $18.84 = $415,761.12.

23. Based on the analysis of the produced data, Defendant's maximum potential exposure for rest break premiums is **$207,880**. Plaintiff estimates that non-exempt employees were unable to take rest breaks twice in a workweek, resulting in the following exposure: 11,034 workweeks *2 * $18.84 = $415,761.12. However, because rest breaks were not recorded, and Defendant's policies permit and authorize them, Plaintiff will discount this claim by 50%, resulting in a realistic exposure of $207,880.56.

24. Based on the analysis of the produced data, Defendant's maximum potential exposure for unreimbursed expenses is **$28,260.** Plaintiff estimates a reasonable reimbursement for cell phone is $20 per month, for the duration of the 2,826 Class Period months (11,034 Class Period weeks / 4 weeks) * $20 = $56,520). Given the Defendant's position that Company cell phones were provided to class members, this claim should be reduced by 50%, resulting in a realistic exposure of $28,260.

25. Based on the analysis of the produced data, Defendant's maximum potential exposure for Reporting time pay is $**106,483.68.** Plaintiff estimates employees reported to work without being provided with work about once a month. Thus, the reporting time pay calculations are as follows: 2,826 pay periods times $37.68 (2 hours x $18.84) = **$106,483.68**.

26. Based on the analysis of the produced data, Defendant's maximum potential exposure for wage statement penalties is **$180,800.** There are approximately 88 employees and 1,852 pay periods during the one-year statute of limitations for this claim. Thus, Defendant's exposure for this claim is as follows: $50 x 88 initial pay periods = $4,400; $100 x 1,764 subsequent pay periods (1,852-88) = $176,400, for a total of $180,800. This does not exceed the

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maximum $4,000 per employee ($180,800/88 = $2,054.54).

27. Based on the analysis of the produced data, Defendant's maximum potential exposure for waiting time penalties is **$556,156**. There are 123 former employees within the applicable limitations period. Thus, Defendant's exposure for this claim is as follows: 8 hours worked daily x 30 days x $18.84 x 123 employees = $556,156.

28. Defendant's maximum realistic liability for Plaintiff's direct claims is $914,295.00, and an additional **$736,956** for Plaintiff's derivative wage statement and waiting time penalties claims, possible only if Plaintiff prevailed on their underlying claims, for a total of $1,651,251.00. Thus, the Gross Settlement Amount of $150,000 represents **16.4%** of Defendant's maximum realistic liability for Plaintiff's direct claims, and 9.1% of Defendant's maximum realistic liability for all Plaintiff's claims. Based on our experience, this result is well within the range of settlements commonly approved by California state and district courts.

29. Before settling this action, the Parties had a thorough understanding of their respective claims and defenses. Before mediation, Class Counsel had investigated Class Members' claims, examined documents and data, and prepared damage calculations. At the time the Parties engaged in mediation, they knew and understood their respective positions.

30. The Settlement represents approximately 16.4% of Defendant's maximum potential liability for Plaintiff's direct unpaid time, meal and rest break, reporting time, and 2802 claims, and 9.1% of Defendant's maximum realistic liability for all Plaintiff's claims, without any risks, costs, and uncertainty of prolonged litigation.

31. Without accounting for the length of each Class Member's employment with TransportUS, a Class Member will recover about $290 as a result of this settlement, or over $5.50 per workweek. Based on the average hourly rate of $18.81, this amounts to recovery of <u>over 15 hours of wages per Class Member</u>.

32. Class Members will receive a portion of the Gross Settlement Amount based on the number of workweeks they worked for TransportUS during the Class Period. This formula is realistic because Class Members' individual recovery is proportionate to the amount of time the Class Members were employed with Defendant.

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33. The Class is composed of approximately 211 current and former non-exempt drivers of Defendant in California, who can be identified and located from Defendant's personnel and payroll records.

34. The Class Notice, mutually drafted and agreed upon by the Parties, will summarize the terms of the Settlement Agreement, advise the Class Members of their estimated individual settlement payment, and inform Class Members of their right to object to or exclude themselves from the Settlement within 60 days after the Notice mailing. Because this is the California-only class, and the mailing will occur only in California, 60 days to opt out from or object to the Settlement is sufficient.

35. Because Class Members worked as Drivers in California, communicating with co-workers and supervisors on a daily basis in English, English-only notice is sufficient.

36. I have no conflicts of interest with the class or with the class representative. I am not related to the representative Plaintiff. I do not represent opposing factions within the class in that all claims are predicated upon the same theories of liability and benefit all Class Members equally. In sum, I am well–suited to act as Class Counsel and will continue to vigorously represent the interests of the class.

I declare under the penalty of perjury under the laws of United States and the State of California that the foregoing is true and correct and that this declaration is executed on April 30, 2026, in San Diego, California.

Maggie K. Realin

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