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Attorneys for Plaintiff Michael Bolds,
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,<br><br>Plaintiff,<br><br>v.<br><br>TRANSPORTUS INC., a California Corporation; and DOES 1 Through 10, inclusive,<br><br>Defendant. | Case No. CIVSB2515019<br>ASSIGNED FOR ALL PURPOSES TO:<br>The Honorable Donald Alvarez<br>Department S23<br><br>**CLASS ACTION**<br><br>**DECLARATION OF JARROD SALINAS ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**<br><br>Date: October 28, 2026<br>Time: 9:00 a.m.<br>Dept. S-23<br><br>Complaint filed: May 27, 2025<br>Trial date: Not Set |

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**DECLARATION OF JARROD SALINAS**

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for Bolds V. TransportUS Inc. (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation af Class Action and PAGA Settlement And Release ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the Notice of Class Action Settlement ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from May 27, 2021 to February 24, 2026 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from April 21, 2024, through February 24, 2026 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for Class Counsel Fees and Costs, the Enhancement Awards to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On July 23, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, phone numbers, Social Security numbers, workweeks and pay periods or each Class Member ("Class List") during the Class Period. The final mailing list contained one hundred ninety-one (191) individuals identified as Class

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Members.

4. On July 24, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On July 31, 2026, Phoenix mailed the Notice via U.S. first class mail to all one hundred ninety-one (191) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as Exhibit A.

6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix. None were returned with a forwarding address and zero (0) Notices are undeliverable.

7. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was September 29, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was September 29, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was September 29, 2026.

10. There are one hundred ninety (190) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.48% of the Class. Settlement Class Members have worked a collective total of eleven thousand eight hundred thirty-three (11,833) Workweeks during the Class Period. Each Workweek is valued at approximately $5.16.

11. The Net Settlement Amount of $65,649.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Fes ($50,000.00), and Class Counsel Costs ($10,351.00), requested Enhancement Award to Plaintiff Michael Bolds ($10,000.00), the PAGA Amount ($7,500.000), and the requested Settlement Administration Costs ($6,500.00) from the Gross Settlement Amount ($150,000.00).

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12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $1,303.77, while the average Individual Settlement Payment to be paid is approximately $345.52. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

13. Additionally, $7,500.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $4,875.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $2,625.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred thirty-eight (138) Aggrieved Employees who worked a total of seven thousand five hundred twenty-four (7,524) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $33.49, and the average Individual PAGA Payment to be paid is approximately $19.02.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

15. Phoenix's costs associated with the administration of this matter are $6,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as Exhibit B.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed on September 30, 2026, at Orange, California.

Jarrod Salinas

Jarrod Salinas

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# EXHIBIT A

*Bolds v. TransportUS, Inc.,* Case No. CIVSB2515019

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO

NOTICE OF CLASS ACTION SETTLEMENT

***The San Bernardino County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

The following recitation does not constitute the findings of the Court. Defendant adamantly denies any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

To: Any individual who is a current or former non-exempt, hourly-paid driver employed by TransportUS Inc. in California at any time from May 27, 2021, to February 24, 2026 ("Class Members").

You may be eligible to receive money from a class action lawsuit filed by Michael Bolds ("Plaintiff" or "Class Representative") against Defendant TransportUS Inc. ("Defendant") for alleged violations of the California Labor Code and Business and Professions Code (the "Action"). Plaintiff and Defendant shall be collectively referred to as the "Parties." Defendant denies all claims in the Action.

On June 11, 2026, the San Bernardino Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendant's records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement**. All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to the State of California Office of the Controller Unclaimed Property Fund in the Class Members' name(s).

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund**. The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. and October 28, 2026, in Department S23 of the San Bernardino County Superior Court located at 247 West 3rd Street, San Bernardino, California 92415. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court's telephonic appearance platform.

## SUMMARY OF THE LITIGATION

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members; and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former non-exempt, hourly-paid drivers who are [Class Members] and who have been employed by Defendant between April 21, 2024, and February 24, 2026 ("PAGA Period").

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 65% to the LWDA and 35% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the Class, Cohelan Khoury & Singer and the United Employees Law Group ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Thus, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

## SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiff and Defendant (without admitting liability) have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $150,000.00 This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) incentive award to Plaintiff Michael Bolds as the class representative in the amount not to exceed $10,000.00, (3) up to $50,000.00 in attorneys' fees and up to $15,000.00 in litigation costs and expenses; (4) a $7,500.00 PAGA payment, 65% of which ($4,875.00) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 35% in Individual PAGA Payments ($2,625.00) to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period, and (5) reasonable Settlement Administrator's fees and expenses currently estimated at $6,500.00. After deducting the Class Representative Incentive Award, attorneys' fees and costs, the PAGA payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately $61,000.00 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

| *Calculations and Data Points for Estimated Individual Class and PAGA Payments* | |
|---|---|
| **Weeks Worked during Class Period** | ***Estimated* Individual Class Payment** |
| «Total_Weeks» | «ESA_Before_Paga» |
| **Weeks Worked during PAGA Period** | ***Estimated* Individual PAGA Payment** |
| «PAGA_Work_Weeks» | «PAGA_Amount» |

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you didn't perform work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks during the periods shown in the chart above, you can submit a challenge by September 29, 2026 ("**Response Deadline**").

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

## YOUR OPTIONS UNDER THE SETTLEMENT

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

| | |
|---|---|
| **DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT** | If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Class Members' Released Claims described in **Section 3 below**. |
| **EXCLUDE YOURSELF** | If you do not wish to participate in the proposed Settlement of the Class Claims, you may "opt out" of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by September 29, 2026 (see **Section 6** below for more details on how to opt out). If you opt out, you will no longer be a Participating Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Class Members' Released Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. **You cannot opt out of the PAGA portion of the proposed Settlement.** Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See **Section 6** of this Notice. |
| **OBJECT** | If you decide to object to the settlement with respect to the Class Claims, you must submit a written Objection stating why you object to the settlement by September 29, 2026 (see **Section 7** for more details on how to object). Please note you may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have you objection heard, whether or not you had submitted a prior written objection as specified in **Section 7**. |
| **DISPUTE THE NUMBER OF WEEKS WORKED** | If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Settlement Administrators (the "Settlement Administrator"), a third party responsible for sending this Notice (see **Section 4** for more details on how to submit a Dispute). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks you believe you should be credited. |

## 1. WHAT IS THIS ACTION ABOUT?

Plaintiff alleges that Defendant violated California labor laws due to the alleged: failure to pay all wages due, including minimum and overtime wages and reporting time pay, meal and rest period violations, wage statement violations, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

All Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Defendant Will Pay $150,000.00 as the "Gross Settlement Amount." Defendant will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiff's Incentive Award, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA.
- Court Approved Deductions From Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - Individual Class Payments to all Participating Class Members.
  - Incentive Award to Plaintiff Michael Bolds as the class representative in an amount not to exceed $10,000.00.
  - Up to $50,000.00 to Class Counsel in attorneys' fees and up to $15,000.00 in litigation costs and expenses.
  - Up to $7,500.00 for PAGA Penalties, 65% of which ($4,875.00) will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 35% in Individual PAGA Payments ($2,650.00) to Aggrieved Employees based on their Compensable Workweeks during the PAGA Period.
  - Approximately $6,500.00 to the Settlement Administrator for administering the settlement.
  - Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total weeks worked during the Class Period.
- Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
- Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.
- The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator") to send this Notice, calculate and make payments, and process any Class Members' Requests for Exclusion. The Settlement Administrator will also decide any disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
- Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the "Released Parties" (which means "Defendant and all of its former and present parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors,

employees, partners, shareholders, agents, insurers, successors, assigns, and legal representatives") based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release during the Class Period (the "Class Members' Released Claims"):

> All Participating Class Members will fully, finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from May 27, 2021, through the Class and PAGA Period End Date (February 24, 2026), including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200, *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Sections 11000, *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or reasonably could have been alleged in Plaintiff's operative Complaint relating to Plaintiff's claims, including but not limited to: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide lawful meal periods and/or failure to pay meal premiums in lieu thereof; (d) failure to authorize and permit rest breaks and/or failure to pay rest break premiums in lieu thereof; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages due at separation, (g) failure to reimburse necessarily incurred business expenses; (h) failure to pay reporting time pay; and (i) violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq*.; and (j) any and all claims for attorneys' fees and costs.

- Release of PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the "PAGA- Released Claims" defined as the following:

> Plaintiff, as agent and proxy of the State of California, and the State of California (including the LWDA), acting on behalf of the Aggrieved Employees, shall release Defendant and all the Released Parties from any and all claims for PAGA civil penalties arising during the PAGA Period (April 21, 2024, through February 24, 2026), based on any of the underlying claims and factual allegations that were alleged, or reasonably could have been alleged, based on the facts contained in Plaintiff's operative Complaint, as amended, and/or in Plaintiff's notices provided to the LWDA in connection with this Action, and including all the claims for (a) failure to pay minimum, regular and overtime wages; (b) failure to provide lawful meal periods and/or failure to pay meal premiums in lieu thereof; (c) failure to authorize and permit rest breaks and/or failure to pay rest break premiums in lieu thereof; (d) failure to reimburse necessarily incurred business expenses; (e) failure to timely pay wages during employment; (f) failure to timely pay wages owed upon separation from employment; (g) failure to provide accurate, itemized wage statements and/or to comply with applicable recordkeeping requirements; and (h) any and all claims for attorneys' fees and costs. It is understood and agreed that Aggrieved Employees will not have the opportunity to opt out of this PAGA Release even if they have requested to be excluded from the Class Settlement. It is the intent of the Parties that, to the fullest extent permitted by law, the Aggrieved Employees will be deemed to have released all such PAGA claims arising during the PAGA Period.

## 4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of Compensable Workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members' Weeks Worked.
- Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $2,625.00 by the total number of Compensable Workweeks for all Aggrieved Employees, and b) multiplying the result by the number of Compensable Workweeks for each individual Aggrieved Employee during the PAGA Period.
- Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 2 of this Notice. You have until September 29, 2026 (the "Response Deadline") to dispute the number of Compensable Workweeks credited to you by submitting evidence to the Settlement Administrator. Section 9 of this Notice has the Settlement Administrator's contact information.

  You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendant's records are inaccurate on or before the Response Deadline.

## 5. HOW WILL I GET PAID?

- Individual Class and PAGA payments will be paid by check and shall be made payable to each Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.
- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

## 6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.

- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion," which must include your full name, present address, email address or telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Class Members' Released Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Michael Bolds v. TransportUS, Inc.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by September 29, 2026 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.
- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Class Members' Released Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.
- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

**7. HOW DO I OBJECT TO THE SETTLEMENT?**

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney may submit a written objection and include any and all evidence and supporting papers. The Objection must include your full name, present address, email address or telephone number, and signature, as well as the case name and number (*Michael Bolds v. TransportUS, Inc.*, Case No. CIVSB2515019), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before **September 29, 2026**. You may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have you objection heard, whether or not you had submitted a prior written objection as specified in this section.
- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

**8. WHEN IS THE FINAL APPROVAL HEARING?**

- On October 28, 2026, at 9:00 a.m., the Court will hold a public hearing in Department S23 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 90012, for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the incentive award. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It's possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

**9. HOW CAN I GET MORE INFORMATION?**

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

| Administrator | Class Counsel |
|---|---|
| Phoenix Settlement Administrators<br>Mailing Address: P.O. Box 7208, Orange, CA 92863<br>Telephone: (800) 523-5773<br>Facsimile: (949) 209-2503<br>Email: info@phoenixclassaction.com<br>Website: bolds-v-transportus.phoenixcases.com | **COHELAN KHOURY & SINGER**<br>Isam C. Khoury (SBN 58759)<br>ikhoury@ckslaw.com<br>Maggie K. Realin (SBN 263639)<br>mrealin@ckslaw.com<br>605 C St., Ste. 200<br>San Diego, CA 92101<br>Telephone: (619) 595-3001<br>Facsimile: (619) 595-3000<br><br>**UNITED EMPLOYEES LAW GROUP, P.C.**<br>Walter L. Haines (SBN 71075)<br>whaines@uelglaw.com<br>8605 Santa Monica Blvd., #63354<br>West Hollywood, CA 90069<br>Telephone: (562) 256-1047<br>Facsimile: (562) 256-1066 |

- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.
- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Isam Khoury in Support of Motion for Preliminary Approval of Class Action Settlement filed on May 11, 2026, and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West 3rd, San Bernardino, CA 92415, or by submitting a request online at https://cap.sb-court.org/.
- **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

# EXHIBIT B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

**March 26, 2026**

| CASE ASSUMPTIONS | |
|---|---|
| Class Members | 220 |
| Opt Out Rate | 1% |
| Opt Outs Received | 4 |
| Total Class Claimants | 216 |
| Subtotal Admin Only | **$6,892.60** |

**Flat Fee Total $6,500.00**

**For 220 Class Members**

**Pricing Good for Scope of Estimate Only**

**All Aspects of Escheating to the State of CA Included**

**Language Translation, Printing & Mailing Included**

## Case: TransportUS Case, Opt-Out & PAGA Administration


**Phoenix Contact: Michael E. Moore**
**Contact Number: 949.331.0131**
**Email: mike@phoenixclassaction.com**

**Requesting Attorney: Matthew Atlas**
**Firm: Cohelan, Khoury & Singer**
**Contact Number: (619) 595-3001**
**Email: matlas@ckslaw.com**


Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **220** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

| Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS) | | | |
|---|---|---|---|
| **Administrative Tasks:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Manager | $100.00 | 2 | $200.00 |
| Programming Database & Setup | $100.00 | 2 | $200.00 |
| Toll Free Setup* | $100.00 | 1 | $100.00 |
| Call Center & Long Distance | $2.00 | 29 | $58.00 |
| NCOA (USPS) | $35.00 | 1 | $35.00 |
| | | **Total** | **$593.00** |

* Up to 120 days after disbursement

| Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website | | | |
|---|---|---|---|
| **Project Action** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Notice Packet Formatting | $100.00 | 2 | $200.00 |
| Language Translation | $900.00 | 1 | $900.00 |
| Data Merge & Duplication Scrub | $0.10 | 220 | $22.00 |
| Notice Packet & Opt-Out Form | $1.35 | 220 | $297.00 |
| Estimated Postage (up to 2 oz.)* | $0.90 | 220 | $198.00 |
| Static Website | $200.00 | 1 | $200.00 |
| | | **Total** | **$1,817.00** |

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

| Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Associate | $80.00 | 1 | $80.00 |
| Skip Tracing Undeliverables | $1.00 | 33 | $33.00 |
| Remail Notice Packets | $1.00 | 30 | $30.00 |
| Estimated Postage | $0.90 | 30 | $27.00 |
| Programming Undeliverables | $50.00 | 2 | $100.00 |
| | | **Total** | **$270.00** |

| Database Programming / Processing Opt-Outs, Deficiencies or Disputes | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Database | $150.00 | 1 | $150.00 |
| Non Opt-Out Processing | $200.00 | 1 | $200.00 |
| Case Associate | $55.00 | 4 | $220.00 |
| Deficiency & Dispute Letters | $10.00 | 1 | $10.00 |
| Case Manager | $85.00 | 2 | $170.00 |
| | | **Total** | **$750.00** |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Calculations | $135.00 | 1 | $135.00 |
| Disbursement Review | $135.00 | 1 | $135.00 |
| Programming Manager | $95.00 | 2 | $190.00 |
| QSF Bank Account & EIN | $135.00 | 1 | $135.00 |
| Check Run Setup & Printing | $135.00 | 2 | $270.00 |
| Mail Class Checks * | $0.90 | 216 | $194.40 |
| Estimated Postage | $0.70 | 216 | $151.20 |
| | | **Total** | **$1,210.60** |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Supervisor | $80.00 | 1 | $80.00 |
| Remail Checks (Postage Included) | $2.00 | 31 | $62.00 |
| Case Associate | $55.00 | 2 | $110.00 |
| Reconcile Uncashed Checks | $85.00 | 3 | $255.00 |
| Conclusion Reports | $115.00 | 2 | $230.00 |
| Case Manager Conclusion | $85.00 | 2 | $170.00 |
| Final Reporting & Declarations | $115.00 | 3 | $345.00 |
| IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included) | $1,000.00 | 1 | $1,000.00 |
| | | **Total** | **$2,252.00** |

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

**Estimate Total: $6,892.60**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

# TERMS AND CONDITIONS

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

**Payment Terms**: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

**Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.