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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,

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

CLASS ACTION

**DECLARATION OF MICHAEL BOLDS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY 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

1 I, Michael Bolds, declare:

2 1. I am the Named Plaintiff in this action and make this declaration in support of the
3 Motion for Preliminary Approval of the Class and Representative Action Settlement with
4 Defendant TransportUS Inc. ("Defendant"). I have personal knowledge of the facts stated in this
5 declaration, except as to those matters stated upon information or belief, and, as to those matters,
6 I believe them to be true. If called as a witness, I could and would testify truthfully and
7 competently to the matters stated in this Declaration.

8 2. I worked for Defendant in California as a driver between September 2024 and
9 March 2025. My duties consisted of transporting individuals, primarily veterans, between
10 hospitals, private residences, and medical or rehabilitation facilities on a non-emergency basis. I
11 drove a company-provided sprinter van.

12 3. In the complaint I brought against the Defendant, I alleged that I was not paid for
13 all hours worked. I alleged I clocked into Defendant's timekeeping system using an application
14 on my cell phone. Typically, there would be several pre-scheduled transportation assignments. I
15 was informed of these assignments the night before my shift, via a call or text messages from my
16 supervisor(s). I do not believe I have been paid for all of this time, either regular or overtime
17 wages.

18 4. I believe I was entitled to non-discretionary VA benefits in the form of additional
19 pay per each hour I worked. This compensation was to be contributed to my 401(k) retirement
20 plans. Defendant failed to pay the full amount owed for each hour worked and did not make the
21 agreed-upon contributions. As a result, I believe I was deprived of these promised wages and
22 retirement benefits.

23 5. I also alleged I was often not able to take my meal break until after the end of my
24 fifth hour of work, or I had to work through it completely. Once I began the first patient
25 transportation, I would receive calls from the dispatch regarding additional trips, which were not
26 previously scheduled. I felt significant pressure from the management to complete as many
27 transportations as possible. Because of this, I did not receive one or both of my meal periods, had
28 them as late as after the 7th hour of work, or had them interrupted with work duties. I recall

1 receiving some meal premiums, but I believed TransportUS discouraged them and I felt pressured
2 to record meal breaks as if they were taken properly.

3 6. Further, I alleged in my complaint that for the same reasons I was not able to take
4 my meal breaks, there were times when I was unable to take my rest breaks, or that they were
5 interrupted with work duties.

6 7. Further, I alleged that multiple times, I was called to work and only worked for
7 one to two hours and then was sent home. I was not paid reporting time pay on these days when
8 I reported to work for my scheduled shift and TransportUS provided me less than half of my
9 usual shift.

10 8. Further, dispatch personnel would contact me on my personal cell phone to notify
11 me of additional transportation assignments. I also accessed TransportUS's timekeeping system
12 on my cell phone to record my hours. Despite using my cell phone for work-related
13 communications, I was not reimbursed for any personal cellphone expenses.

14 9. I further alleged I was not provided accurately itemized wage statements, and not
15 timely paid all wages upon my separation of employment for all hours worked. I believe that other
16 employees were subject to Defendant's same policies and practices regarding the wage statement
17 and payment procedure.

18 10. I decided to contact an attorney because, to me, it was not fair that I was not paid
19 for all hours worked, not provided my non-discretionary VA benefits, not provided with reporting
20 time pay, not provided with the meal and rest breaks that I was entitled to, not reimbursed for my
21 cell phone expenses, and not paid for all wages upon separation of my employment. I initially
22 spoke with the attorneys at United Employees Law Group and later with the attorneys at Cohelan
23 Khoury & Singer, and I told them about everything I had experienced while working for
24 Defendant. I decided to become a named plaintiff in a class and representative action against
25 TransportUS Inc. My attorneys explained the duties and responsibilities as a named plaintiff
26 representative in a class and PAGA action, and I decided to undertake this role for the benefit of
27 other employees of Defendant who experienced the same issues that I had experienced.

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1 11. I am in no way related to anyone associated with anyone who works for Cohelan
2 Khoury & Singer or United Employees Law Group. Further, I have no conflict of interest with
3 any members of the class or aggrieved employees.

4 12. I was very happy and relieved to learn that the case had settled on a class-wide
5 basis, and it resulted in a settlement amount of \$150,000.00, from which payments will be made
6 to other employees. Based on my attorneys' evaluation and recommendation, my knowledge of
7 the issues in this lawsuit, and the risks involved in pursuing it, I believe the proposed settlement
8 is an excellent result.

9 13. I was on standby by telephone for a full-day mediation session. My attorneys
10 needed me to be available in case they had any questions pertaining to my claims in this case.

11 14. I reviewed and asked questions about the terms of the settlement, and signed the
12 Memorandum of Understanding and the Settlement Agreement.

13 15. I always did my best to be available to my attorneys to answer any questions they
14 had or provide any information they needed. I returned their phone calls and emails as promptly
15 as I could and answered any questions to the best of my ability. I complied with my attorneys'
16 requests to review documents and provide information.

17 16. By filing this lawsuit, I understood the risks involved. I was afraid of the possibility
18 that my role in this action would affect my future employment. I now bear the stigma of bringing
19 a lawsuit against my employer – a prominent company in the area. Given the internet, it is quite
20 likely that future possible employers might find out simply by “googling” my name that I acted
21 as a named plaintiff in this action. Regardless of this risk, I am happy to know that the time, effort,
22 and information I provided helped to make this settlement possible.

23 17. I am also aware that if I lost this case, I might be responsible for some or all costs
24 TransportUS incurred from defending this case. This substantially added to the stress of being a
25 named plaintiff in this case.

26 18. I will submit an accurate and up-to-date accounting of the hours I devoted to this
27 case at the final approval stage of the settlement, at which time I will request that the Court
28 approve a \$10,000 incentive award for my service as the class representative.

19. I have been advised in writing, and have signed, a Representation Agreement, informing me that any fees awarded in this case will be divided 62.50% Cohelan Khoury & Singer and 37.50% to United Employees Law Group.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 4/27/2026, in Carson, California.

Signed by: 
Michael Boldt