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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 ISAM C. KHOURY IN SUPPORT OF PLAINTIFF'S MOTION AND MOTION FOR: 1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND 2) APPROVAL OF ATTORNEYS' FEES AND COSTS, ADMINISTRATION COSTS, AND CLASS REPRESENTATIVE SERVICE AWARD** Date: October 28, 2026 Time: 9:00 a.m. Dept. S-23 Complaint filed: May 27, 2025 Trial date: Not Set

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I, Isam C. Khoury, 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 the Motion for Final Approval of Class and Representative Action Settlement brought by Plaintiff Michael Bolds ("Plaintiff") reach with Defendant Transportus Inc., ("Defendant"). The following facts are within my personal knowledge and if called to testify I could and would competently testify to them.

2. I am a 1973 Hastings School of Law graduate and was admitted to the California State Bar in 1974 and am admitted to practice in all state courts in California and in the all federal courts in California, as well as the First Circuit Court of the State of Hawaii and the United States Court of Appeals for Sixth Circuit.

3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of Professional Law Corporations, and within a few years began to focus on class actions. Cohelan & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and representative action litigation, including wage and hour, labor and employment, antitrust, consumer protection, construction defect and other public interest class and representative actions.

4. I have been selected by my peers based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for several years between 2012 through the present. Michael D. Singer, Managing Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2026, updated annually),

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part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2026 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act ("PAGA") Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc*. Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165 Cal.App.4th 25],

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Mr. Singer argued before the Fourth District Court of Appeal in May 2008 on transfer from the California Supreme Court, and co-authored the successful Petition for Review.

7. Partner Maggie Realin worked for a certified appellate law specialist in San Diego for five years. Subsequently, she was an associate at a San Diego consumer class action firm, where she represented consumers in class actions against large corporations, specifically in the area of deceptive food labeling. Ms. Realin then joined an employment class action firm in 2013, where she focused on representing employees in wage and hour class actions. On February 26, 2020, Ms. Realin was rated AV Preeminent by Martindale Hubbell. In 2024, Ms. Realin joined Cohelan Khoury & Singer, where her practice continues to focus on employee side wage and hour class actions.

8. My firm has successfully tried class cases, obtained appellate reversals of class certification denials (*e.g. Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and has certified multiple wage and hour class.

9. As a part of our overall firm philosophy lawyers perform community service and pro bono work. Firm volunteer work includes service through Legal Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice serving and chairing various committees through the years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's

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pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

10. Cohelan Khoury & Singer has been certified Class Counsel in the following contested proceedings: *Aguilar v. Atlantic Richfield, et al.,* San Diego County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.,* United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.,* Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank,* Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.,* United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS,* Los Angeles County Superior Court Case No. BC472891; *Gutierrez v. Save Mart Supermarkets,* San Mateo County Superior Court Case No. CIV530955; *Wilcox v Albertsons,* San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.,* United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.,* Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.,* San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.,* Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*

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MUTUAL OVERTIME CASES, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

11. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 300 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v.*

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Conair Corporation, United States District Court, Southern District of California Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, United States District Court, Northern District of California Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, United States District Court, Central District of California Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court Case No.

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BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among many others.

12. We are experienced and consider ourselves qualified to evaluate the claims and defenses in this Action, and support the efficient resolution of the claims in this matter for a $150,000 Settlement Amount against Defendant TransportUS, Inc. ("TransportUS" or "Defendant") for a group of 190 Participating Settlement Class Members. This Settlement resolves the claims of current and former non-exempt drivers employed by Defendant in California between May 27, 2021 and February 24, 2026 (the "Class Period").

13. Defendant invoked paragraph 35 of the Settlement Agreement (the "escalator clause"), which permitted Defendant to cut off the Class Period as of the date the number of workweeks did not exceed 12,138, which was February 24, 2026.

14. 100% of the money will be paid out as there is no reversion to Defendant. The response to the Settlement is overwhelmingly positive - out of 191 Settlement Class Members who received the notice, there are no objections and only 1 opt out. The average Class Member will receive a settlement payment of approximately $345.52, and the highest payment is $1,303.77.

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15. Settlement also resolves PAGA claims on behalf of approximately 138 Aggrieved Employees who worked for Defendant in California from April 21, 2024 through February 24, 2026 (the "PAGA Period").

16. 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.

17. This Settlement is the product of arm's–length bargaining between attorneys who are highly experienced in complex class actions.

18. Settlement Class Counsel thoroughly evaluated the evidence supporting the claims and defenses at issue, and were very well positioned to evaluate the Settlement's relative strengths and benefits. The parties are well–versed in the evidentiary record upon which Plaintiff's claims are based. At the time of mediation, the parties understood their respective positions.

19. After some litigation and discovery, the parties attended a private mediation on February 24, 2026 with 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.

20. The Gross Settlement Amount of $150,000 is fair and reasonable as it guarantees cash payments to Class Members, without any risks, costs, and uncertainty of prolonged litigation.

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

22. Plaintiff acknowledges substantial risks that continued litigation would not yield a better result.

23. Defendant contends Plaintiff signed an arbitration agreement that, if enforced, would bar his wage and hour claims from proceeding in court.

24. 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

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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.

25. 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.

26. 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.

27. 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. 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.

28. 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.

29. 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).

30. The Class Notice informed Class Members how all of the Settlement funds would be allocated and the Class Members' estimated individual recovery. Specifically, the Class Notice explained the payment to the Class Members would be calculated based on the number of workweeks worked during the Settlement Class Period. This formula is realistic because

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Settlement Class Members' individual recovery is proportionate to the amount of time they were employed with Defendant.

31. Settlement checks will be valid and negotiable for 180 days. After that time, the Parties will seek the Court's approval to donate the funds represented by uncashed checks, plus interest, to the California Controller's Unclaimed Property Fund in the name of the Class Member, leaving no "unpaid residue" subject to California Code of Civil Procedure section 384(b). In no event will any of the funds revert to Defendants.

32. As the Court has already preliminarily approved the allocation of $7,500 to cover claims for civil penalties under PAGA, of which 65% ($4,875) will be paid to the LWDA and 35% ($2,625) to Aggrieved Employees, the Court need not engage in any further analysis of the "governmental participant" factor.

33. The LWDA was timely served with the proposed Settlement Agreement in this action and did not object to the amount of PAGA penalties.

34. By this motion, Plaintiff and Class Counsel seek an award of attorneys' fees in the sum of $50,000, representing one-third (1/3) of the Gross Settlement Amount. In addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs of $10,351 (Settlement Agreement allowed for up to $15,000) associated with Class Counsel's prosecution of the Action.

35. Plaintiff gave written consent to apportion fees between Class Counsel as follows: 62.50% Cohelan Khoury & Singer and 37.50% to United Employees Law Group.

36. To bring this matter to final approval, Class Counsel will have expended 136.9 hours of attorney and para-professional time prosecuting the case, resulting in a lodestar fee of $95,507.50, and actual costs of $10,351.00, as shown in the below Lodestar & Cost Chart. Attached as Exhibit 1(A-B) is a true and correct copy of Cohelan Khoury & Singer's Time Records for each attorney that worked on this case.

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FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Partner	1974	1.9	$1,100	$2,090.00
Maggie K. Realin, Partner	2009	85.3	$700	$59,710.00
Amber Worden, Former Paralegal	N/A	11.5	$200	$2,300.00
Matthew Atlas, Paralegal	N/A	6.3	$175	$1,102.00
	TOTAL:	**105.0**		**$65,202.00**

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
United Employees Law Group				
Walter L. Haines, Founding Partner	1976	31.9	$950	$30,305.00
	TOTAL:	**31.9**		**$30,305.00**

Total Aggregate Hours: 136.9	**Total Lodestar: $95,507.50**

LITIGATION EXPENSES	
Cohelan Khoury & Singer	$10,351.65
United Employees Law Group	$0.00
TOTAL COSTS	**$10,351.65**

37. Further, Class Counsel will incur additional billable hours of at least 10-20 hours to oversee the settlement distribution process.

38. Based on this total lodestar, the resulting **multiplier is negative 0.52**. ($50,000/$95,507 = 0.523, a 47.64% reduction.)

39. Class Counsel's request for one-third of the common fund is in the mid-range of awards which commonly range from 20% to 50%, and is fair compensation for undertaking complex, risky, litigation on a contingent basis, and for the result achieved for the Class.

40. Some courts have found 33% of a common fund is the California "benchmark." The request is consistent with market rates and been award to Class Counsel numerous times.

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41. Since 2020, Cohelan Khoury & Singer has been awarded attorneys' fee of one-third of a common fund state and federal courts in many class and representative actions:

a) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys' fees of 33-1/3% of $385,000 settlement in Class action).

b) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of $1,485,000 Class action settlement).

c) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of $650,000 settlement in Class and Representative action).

d) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys' fees of 33-1/3% of $680,000 settlement in PAGA action).

e) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys' fees of 33-1/3% of $900,000 settlement in a pre-certification wage and hour class action).

f) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys' fees of 33-1/3% of $700,000 settlement in a pre-certification wage and hour class action).

g) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys' fees of 33-1/3% of $2,000,000 settlement in a pre-certification wage and hour class action).

h) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys' fees of 33-1/3% of $458,991 settlement in a pre-certification wage and hour class action).

i) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of $1,500,000 settlement in Class and Representative action).

j) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys' fees of 33-1/3% of $600,000 settlement in Class and Representative action).

k) *Lopez, et al. v. PG&E Company*, San Francisco County Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –33-1/3% of $350,000 Class/PAGA settlement).

l) *Popal v. Wells Fargo Bank, National Associate,* San Diego County Superior Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys' fees of 33-1/3% of $3,000,000 settlement in Class and Representative action).

m) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys' fees of 33-1/3% of $325,000 settlement in Class and Representative action).

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n) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys' fees of 33-1/3% of $2,400,000 settlement in Class and Representative action).

o) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys' fees of 33-1/3% of $9,000,000 settlement in Class and Representative action).

p) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys' fees of 33-1/3% of $650,000 settlement in Class and Representative action).

q) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys' fees of 35% of $1,500,000 settlement in PAGA action).

r) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDSl912925 (Hon. Jessica Morgan – attorneys' fees of 33-1/3% of $2,824,090.50 settlement in Class and Representative action).

s) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys' fees of 33-1/3% of $350,000 settlement in Class and Representative action).

t) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys' fees of 33-1/3% of $2,500,000 settlement in Class and Representative action).

u) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys' fees of 33-1/3% of $500,000 settlement in Class and Representative action).

v) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys' fees of 33-1/3% of $5,188,336.88 settlement in Class and Representative action).

w) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case No. 37-2019-00002992 (Hon. James A. Mangione – attorneys' fees of 33-1/3% of $3,000,000.00 settlement in a certified Class action).

x) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No. 34-2021-00299363 (Hon. Jill H. Talley – attorneys' fees of 33-1/3% of $898,852 settlement in in Class and Representative action).

y) *Garcia v. Haralambos Beverage Co.*, Los Angeles County Superior Court, Case No. BC660723 (Hon. Laura A. Seigle – attorneys' fees of 33-1/3% of $1,200,000 settlement in a certified Class action).

z) *Curley, et al. v. PAR Western Line Contractors, LLC, et al..*, San Diego County Superior Court, Case No. 2021-00019761 (Hon. Katherine Bacal – attorneys' fees of 33-1/3% of $8,400,000 settlement in in Class and Representative action).

42. Unlike Defense counsel, who are regularly paid fair-market hourly rates, Class Counsel received no compensation, or expense reimbursement, since the case began almost two

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years ago. The contingent representation, and risks of the litigation which could result in no fee, support approval of the fee request.

43. Based on my experience, the experience of my firm, and my research, Class Counsel's skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class and representative actions.

44. Class Counsel's skill and experience support their hourly rates: **Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury - $1,100; Maggie Realin - $700. **United Employees Law Group**: Founding Partner, Walter L. Haines - $950.

45. The current Laffey Matrix would actually provide for some rate increases: **Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury - $1,227 (20+ years out of law school); Partner, Maggie Realin - $1,019 (11-19 years out of law school). **United Employees Law Group**: Founding Partner, Walter L. Haines - $1,227 (20+ years out of law school). Attached as Exhibit 2 is a true and correct copy of the Laffey Matrix (accessed October 2, 2026, available at http://www.laffeymatrix.com/see.html).

46. Further, the fees sought for paralegals Amber Worden and Matthew Atlas are appropriate because they meet the requirements of Business & Professions Code sections 6450, *et seq*, including qualifications and continuing education and their hourly billing rate and hours worked are reasonable and usual for the services rendered.

47. Class Counsel requests the Court award Class Counsel the actual costs of **$10,351.00**. per the terms of the Settlement Agreement. To prosecute and bring this matter to final approval, Cohelan Khoury & Singer has incurred **$10,351.00** in reasonable and necessary actual costs, as described below:

Date	Payee	Details	Amount
4/21/2025	LWDA	PAGA	$ 75.00
6/6/2025	One Legal	Summons/Complaint; Efile Charges	$ 1,506.30
7/8/2025	One Legal	Amended Complaint filed	$ 23.63
7/18/2025	Express Network	SOP: TransportUS Inc.	$ 218.25
7/23/2025	Express Network	Proof of Service of Summons	$ 120.00
12/1/2025	Courtcall	CMC 12/2/25 MKR	$ 72.00
12/1/2025	One Legal	Proof of Service; Notice or Remote App.	$ 33.96
12/10/2025	One Legal	Notice of Advanced Jury Fees	$ 188.83
12/17/2025	One Legal	Proof of Service	$ 23.63

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2/25/2026	Judge Howard R. Broadman	Mediation fee	$ 7,500.00
5/11/2026	One Legal	Motion; P&A/ Dec	$ 28.93
5/18/2026	One Legal	Motion; P&A/ Dec	$ 98.21
6/8/2026	One Legal	Notice of Remote Appearance MR	$ 35.08
6/11/2026	Courtcall	Motion MR 6/11/26	$ 72.00
6/16/2026	One Legal	Notice of Remote Appearance MR	$ 24.73
6/19/2026	SB Court	Document	$ 3.14
6/22/2026	Courtcall	Motion MR 6/22/26	$ 72.00
est	*One Legal*	*Final Approval Motion*	*$ 98.21*
est	*Courtcall*	*Hearing MR*	*$ 72.00*
	In House	Postage	$ 84.75
	In House	Photocopies (4@.25)	$ 1.00
	Total		**$ 10,351.65**

48. Plaintiff placed the interests of the Class above his own: He worked on behalf of the class for almost two years, accepted the risk of a cost judgment and potential loss of employment opportunities; did not pursue individual claims, but chose to represent other employees, but unlike the others, was required to release all claims of any kind.

49. As Cohelan Khoury & Singer has done since its entry into this matter, we will continue to fulfill our responsibility to the Plaintiff and the members of the class through final approval of the settlement and the final accounting of the distribution.

50. No member of Cohelan Khoury & Singer has any conflicts of interest with the class or with the Plaintiffs, nor are they related to the Plaintiff. We 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.

51. On the same date the final approval motion and its supporting documents are filed with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website. Attached as Exhibit 3 is a true and correct copy of the LWDA confirmation of Receipt.

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 October 5, 2026, in San Diego, California.

Isam ~~C. Khoury~~

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EXHIBIT 1

EXHIBIT 1-A

TIME RECORD
ISAM C. KHOURY
FOUNDING PARTNER

Bolds v. TransportUS Inc.
San Bernardino Superior Court Case No. CIVSB2515019
Attorney Time – Isam C. Khoury

Date	Activity	Time
4/8/25	Meet with MR re prospective case	0.2
4/9/25	Meet with MR re case	0.2
4/16/25	New File Review	0.3
11/10/25	Review Email from MR re mediation	0.1
2/20/26	Review Email from MR re mediation brief	0.1
2/20/26	Meet with MR re mediation	0.1
2/23/26	Email exchange with MR re mediation brief	0.2
2/23/26	Review Def mediation brief, exhibits; Discuss with MR	0.7
	Total:	**1.9**

EXHIBIT 1-B

TIME RECORD
MAGGIE REALIN
PARTNER

Bolds v. TransportUS Inc.
San Bernardino Superior Court Case No. CIVSB2515019
Attorney Time – Maggie Realin

Date	Activity	Time
4/8/25	Call with potential client	0.4
4/8/25	Call with co-counsel re potential case	0.2
4/8/25	Review intake re call with client re potential case, research re company and issues	0.8
4/8/25	Meet with IK re prospective case	0.2
4/9/25	Meet with IK re case	0.2
4/9/25	Draft rep agreement with UELG	0.2
4/10/25	Call with prospective client re claims	0.2
4/10/25	Email to co-counsel re retainer agreement	0.1
4/16/25	Review client's documents	0.2
4/16/25	Email exchange with co counsel re case	0.2
4/16/25	Draft PAGA ntc	1.6
4/16/25	Email to IK re PAGA ntc	0.1
4/21/25	Edit PAGA ltr per client's email	0.3
4/21/25	Email exchange with client re PAGA letter	0.2
4/25/25	Draft class action complaint	1.5
4/28/25	Edit and review class action complaint	0.7
4/28/25	Email exchange with client re class action complaint	0.2
5/9/25	Email to client re case status	0.1
5/14/25	Call with client re case status	0.2
5/23/25	Call with additional potential class rep re claims	0.4
5/23/25	Email exchange with plaintiff re claims	0.2
5/23/25	Draft memo re claims	0.2
5/27/25	Email to potential client re claims	0.1
5/27/25	Review final complaint and case initiating docs	0.7
5/27/25	Further email exchange with client re claims	0.2
5/28/25	Email exchange with client re additional claims	0.2
5/28/25	Draft amended PAGA notice	1.8
5/28/25	Review and edit amended PAGA notice	0.3
5/28/25	Email exchange with client re amended PAGA notice	0.2
6/4/25	Email exchange with client re case status	0.2
6/24/25	Edit FAC	0.8
6/24/25	Email exchange with client re FAC	0.2
6/26/25	Review final version of FAC	0.3
7/29/25	Review SAC	0.5
8/18/25	Email exchange with client re case status	0.2
8/25/25	Draft interrogatories	1.3
8/25/25	Draft RFA to D Set 1	1.0
8/29/25	Edit ltr to defense re complaint	0.2

Bolds v. TransportUS Inc.
San Bernardino Superior Court Case No. CIVSB2515019
Attorney Time – Maggie Realin

9/15/25	Review email from defense counsel re compl	0.1
9/15/25	Review status of related case	0.3
9/24/25	Email exchange with client re case status	0.2
10/31/25	Review letter from defense counsel re case status and next steps	0.2
10/31/25	Email exchange with co counsel re mediation	0.2
11/3/25	Email exchange with defense counsel re mediation	0.2
11/6/25	Email exchange with client re case status	0.2
11/6/25	Email exchange with co counsel re mediators	0.2
11/6/25	Email exchange with defense counsel re mediators	0.2
11/7/25	Email exchange with defense counsel re mediation	0.2
11/7/25	Email exchangr with client re mediation	0.2
11/10/25	Review joint status report	0.3
11/10/25	Email exchange with defense counsel re joint status report	0.2
11/10/25	Email exchange with defense counsel re mediation	0.2
11/10/25	Email to IK re mediation	0.1
11/11/25	Email exchange with defense counsel re mediation	0.2
11/24/25	Review notice of posting jury fees	0.2
12/2/25	Appear at cmc	1.1
12/2/25	Email to MS re case status	0.1
12/2/25	Draft mediation data request	0.7
12/2/25	Prepare for cmc	0.3
12/16/25	Email exchange with defense counsel re mediation data	0.2
1/5/26	Email exchange with client re case status	0.2
1/19/26	Email exchange with client re damages calculations	0.2
1/19/26	Draft mediation brief	3.7
1/20/26	Call with client re damages	0.3
2/4/26	Email exchange with defense counsel re mediation data	0.2
2/4/26	Email to defense counsel re mediation data	0.1
2/5/26	Review email from defense re company policies	0.1
2/11/26	Review D's document production	1.1
2/12/26	Review D's policies, cont'd	0.7
2/12/26	Edit mediation brief	1.1
2/12/26	Email to defense counsel re mediation data	0.1
2/19/26	Email exchange with defense counsel re mediation data	0.1
2/20/26	Edit mediation brief	0.7
2/20/26	Email to IK re mediation brief	0.1
2/20/26	Meet with IK re mediation	0.1
2/23/26	Email exchange with IK re mediation brief	0.1
2/23/26	Email exchange with client re claims	0.2
2/23/26	Review D's mediation brief	0.7

Bolds v. TransportUS Inc.
San Bernardino Superior Court Case No. CIVSB2515019
Attorney Time – Maggie Realin

2/23/26	Meet with IK re D's mediation brief and exhibits	0.3
2/23/26	Prepare for mediation	1.5
2/24/26	Attend mediation	2.5
2/24/26	Email to MS re results of mediation	0.1
2/25/26	Call with client re mediation	0.2
2/25/26	Email to MS re settlement	0.1
2/25/26	Email exchange with client re results of mediation	0.2
2/27/26	Draft MOU	2.3
3/3/26	Review draft MOU	0.3
3/3/26	Email exchange with defense counsel re draft MOU	0.2
3/10/26	Review status report	0.2
3/10/26	Email exchange with defense counsel re status report	0.1
3/13/26	Review D's edits to MOU, email exchange with defense counsel re same	0.3
3/16/26	Email exchange with defense counsel re MOU	0.2
3/16/26	Email exchange with co counsel re edits to MOU	0.2
3/17/26	Call with defense counsel re edits to MOU	0.2
3/17/26	Edit MOU, email to defense counsel	0.3
3/17/26	Review email from defense counsel re edits to MOU	0.1
3/19/26	Email exchange with defense counsel re MOU	0.2
3/19/26	Finalize MOU	0.2
3/19/26	Email to client re finalized MOU	0.1
3/20/26	Review email to client re finalized MOU	0.1
3/24/26	Draft SA	1.3
3/25/26	Appear at cmc	0.5
3/25/26	Email to MS re case status	0.1
3/27/26	Review admin bids	0.3
3/27/26	Email exchange with defense counsel re settlement admins	0.2
3/27/26	Draft and edit SA	1.3
3/27/26	Review SA	0.8
3/30/26	Email exchange with defense counsel re settlement administration	0.2
3/30/26	Edit SA, review	0.7
3/30/26	Email to defense counsel re SA	0.1
3/31/26	Review and edit class notice	0.7
3/31/26	Email to defense counsel re class notice and SA	0.1
4/1/26	Email exchange with client re status of the settlement approval	0.2
4/6/26	Draft motion for preliminary approval	3.6
4/7/26	Draft motion for preliminary approval	2.7
4/7/26	Review and edit motion for preliminary approval	1.8
4/7/26	Email to co counsel re mtn preliminary approval	0.1
4/9/26	Further edit SA	0.7

Bolds v. TransportUS Inc.
San Bernardino Superior Court Case No. CIVSB2515019
Attorney Time – Maggie Realin

4/9/26	Email exchange with defense counsel re finalized SA	0.2
4/10/26	Email to defense counsel re SA and class notice	0.1
4/13/26	Email to D's counsel re additional revisions to class notice	0.1
4/13/26	Further edit to class notice	0.4
4/14/26	Review email from defense counsel re final version of the SA	0.1
4/14/26	Email to defense counsel re prelim approval motion	0.1
4/14/26	Email exchange with client re SA	0.2
4/15/26	Review D's edits to mtn prelim approval	0.3
4/17/26	Edit preliminary approvl brief	1.1
4/17/26	Review preliminary apprvl brief	0.4
4/17/26	Review and edit proposed prel approval order	0.6
4/17/26	Email exchange with defense counsel re brief and proposed order re prelim approval	0.2
4/23/26	Email exchange with defense counsel re related cases	0.2
4/23/26	Review D's edits to proposed prelim approval order	0.2
4/24/26	Review status of related cases, draft memo to co counsel	1.2
4/27/26	email exchange with defense counsel re hearing mtn prelim apprvl	0.2
4/27/26	Review opt out ltr from P. Arambula	0.1
4/28/26	Review and edit notice of mtn prelim apprvl	0.1
4/28/26	Review and edit MR dec iso prelim approval	0.3
4/28/26	Review and edit ICK dec iso prelim approval	0.3
4/28/26	Review and edit proposed order granting final approval	0.2
4/30/26	Final review preliminary apprvl brief and supporting documents	1.3
6/8/26	Review ntc of remote appearance	0.1
6/11/26	Prepare for prelim approval hearing	1.1
6/11/26	Appear at prelim approval hearing	0.6
6/11/26	Email to MS re prelim approval hearing	0.1
6/11/26	Email to client re prelim approval hearing	0.1
6/23/26	Review timeline of ntc distribution, email exchange with adm	0.3
6/24/26	Review opt out request	0.1
9/4/26	Legal research and draft motion for final approval/atty fees	5.0
9/10/26	Draft motion for final apprvl/atty fees, cont'd	3.8
9/11/26	Edit and review motion for final apprvl/atty fees	2.1
9/13/26	Draft decl of P iso final apprvl	1.3
9/15/26	Email to client re decl iso final apprvl	0.1
9/15/26	Draft proposed order granting final approval	0.7
10/5/26	Review and finalize mtn final approval and supporting docs	2.0
10/27/26	Prepare for FH (est.)	1.5
10/28/26	Appear at FH (est.)	1.0
	Total:	**85.3**

EXHIBIT 2

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3