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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 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, Michael Bolds, declare as follows:

1. I am the named plaintiff in this class and representative action against Defendant TransportUs, Inc. (Defendant) and make this declaration in support of the Class and Representative Action Settlement. I have personal knowledge of the facts stated in this declaration, except as to those matters stated upon information or belief, and, as to those matters, I believe them to be true. If called as a witness, I could and would testify truthfully and competently to the matters stated in this declaration.

2. I am in no way related to anyone associated with or who works for Cohelan Khoury & Singer, or United Employees Law Group.

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

4. In the complaint I brought against Defendant, I alleged that Defendant failed to pay me for all hours worked, including pre-scheduled assignments and clock-in time via a cell phone app, and failed to pay the full non-discretionary VA benefit owed per hour, along with the associated 401(k) contributions. I also alleged that dispatch's practice of calling with unscheduled trips and management's pressure to complete as many transports as possible often caused me to miss, delay past the fifth or seventh hour, or have interrupted meal and rest breaks, despite feeling discouraged from claiming meal premiums. Additionally, I alleged I was sometimes sent home after only one to two hours of work without reporting time pay, was not reimbursed for personal cell phone use required for dispatch calls and timekeeping access, and was not given accurately itemized wage statements or timely final wages upon separation.

5. I decided to contact an attorney because I felt it was unfair that I had suffered these labor code violations while working for Defendant. I then decided to become a named plaintiff in a class and representative action against the company. After my attorneys explained the duties of serving in that role, I chose to take it on for the benefit of other employees who experienced the same issues.

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

7. Since becoming involved in this case, I have spent approximately 70-80 hours assisting with the litigation. I have communicated with my attorneys by telephone and email, answered questions concerning my claims and the facts of the case, provided information and documents, reviewed materials at my attorneys' request, and remained available to assist with the prosecution and resolution of the case. I was also on standby by telephone for a full-day mediation session so that my attorneys could contact me if they had any questions concerning my claims or issues that arose during settlement negotiations. I reviewed and asked questions about the terms of the settlement and signed the Settlement Agreement and a declaration in support of the preliminary approval of the settlement.

8. I have also made myself available to my attorneys throughout the litigation. I returned their phone calls and emails as promptly as I could, answered questions to the best of my ability, and complied with requests to review documents and provide information. I understand that my continued participation was important to prosecuting the case and reaching a settlement.

9. Serving as the class representative also required me to make significant sacrifices involving my family. During the time I was involved in this case, I missed many of my son's football games and award ceremonies. These were important events in my son's life that I wanted to be present for, but I was not always able to attend because of the time and attention required by this litigation. I also was not there to support my wife during a difficult time when her mother suffered a stroke.

10. By filing this lawsuit, I understood the risks involved. I was afraid that my role in this action could affect my future employment. I now bear the stigma of bringing a lawsuit against my employer. Given the internet, it is quite likely that future employers might find out simply by "googling" my name that I acted as a named plaintiff in this action. I also understood that if I did not prevail, I might be responsible for some or all of the costs Defendant incurred in defending

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this case. These risks substantially added to the stress of being a named plaintiff. Regardless of these risks, I am happy to know that the time, effort, and information I provided helped make this settlement possible.

11. As the named plaintiff and class representative, I took my responsibilities to the other employees seriously. I worked closely with my attorneys, responded to their requests, provided information and documents, and made myself available whenever necessary to assist in prosecuting the case and reaching a resolution. I continued to do so even though participating in this case required me to make substantial sacrifices in my personal and family life. I understood that my continued participation was important to prosecuting the case and obtaining a recovery for other employees, and I remained committed to seeing the case through to its resolution. I did this despite the risks to my reputation and future employment opportunities, the time I devoted to the case, and the personal sacrifices described above. I believed these sacrifices were worthwhile because I wanted to obtain a recovery not only for myself but also for other employees whose rights were at issue in this case. I have no conflict of interest with any other Class Member and have represented the interests of the Class as a whole to the best of my ability throughout this litigation.

12. I understand that, unlike other class members, I am providing a complete release of any and all claims against Defendant, whether known or unknown, as part of the settlement of this case. In light of the approximately 70-80 hours I devoted to this litigation, the significant personal and family sacrifices I made, including missing important events in my son's life and being unable to support my wife during her mother's stroke, the risks I assumed by serving as the named plaintiff, and the broad release I am providing, I respectfully request, and believe it is reasonable to receive, the $10,000 incentive award provided for in the settlement agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 28, 2026 in Carson, California.

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605 C Street, Suite 200
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Signed by:

16D2FDB552C24BE...

Michael Bolds

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