

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Ignacia Tillet (“Plaintiff”) and defendant Omnitrans (“Omnitrans”). The Agreement refers to Plaintiff and Omnitrans collectively as “Parties,” or individually as “Party.” This Agreement supersedes the Class Action Settlement Agreement previously executed by the Parties in or around June of 2024.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Omnitrans captioned *Ignacia Tillet v. Omnitrans*, Case No.: CIVDS2016908 initiated on August 18, 2020, and pending in the Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all individuals who worked for Omnitrans as a non-exempt employee in the state of California during the Class Period.
- 1.5. “Class Counsel” means Jonathan M. Lebe and Zachary T. Gershman of Lebe Law, APLC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Omnitrans’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.11. “Class Period” means the period from April 6, 2017, to April 30, 2024.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of San Bernardino.
- 1.15. “Omnitrans” means named Defendant Omnitrans, a public transit agency constituted by the County of San Bernardino and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redland, Rialto, San Bernardino, Upland, and Yucaipa in accordance with the powers vested by Government Code sections 6500 *et seq* .
- 1.16. “Defense Counsel” means Cynthia M. Germano, Cecilia L. Martin, and Kieran D. Hartley of Best Best & Krieger.
- 1.17. “Effective Date” means the date by when both of the following have occurred:
 - (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
 - and (b) the Judgment is final. The Judgment is final the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means Four Million One Hundred Thousand Dollars and Zero Cents (\$4,100,000.00) which is the total amount Omnitrans agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. "Operative Complaint" means the Fourth Amended Complaint in this action attached hereto as "Exhibit B" which Defendant agrees to stipulate to the entering of for settlement purposes only. In the event that for whatever reason settlement is ineffective, the parties agree that the Third Amended Complaint, which became effective on December 27, 2021, will be the operative complaint in this Action moving forward. .
- 1.27. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28. "Plaintiff" means Ignacia Tillet, the named plaintiff in the Action.
- 1.29. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.30. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.31. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.32. "Released Parties" means: Omnitrans and each of its former and present directors, officers, shareholders, employees, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.33. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.34. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.35. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.36. “Workweek” means any week during which a Class Member worked for Omnitrans for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 18, 2020, former Plaintiff Corleen Norwood filed the original class action complaint in this matter. On January 14, 2021, Plaintiff Norwood was granted leave to amend her complaint to add an additional cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) and did so on January 26, 2021. On March 24, 2021, Ms. Norwood filed a Second Amended Complaint (“SAC”), limiting the causes of action to those specifically applicable to public entities and public transit bus drivers under Wage Order 9-2001.

2.2. In the meantime, former Plaintiff Norwood passed away. Plaintiff Tillet submitted her PAGA notice to the LWDA on October 15, 2021. On December 27, 2021, Ms. Tillet filed the Third Amended Complaint (“TAC”) in this Action, adding herself to replace Ms. Norwood as the original class and PAGA representative. The TAC contained causes of action for: (1) failure to pay all minimum wages, (2) failure to provide meal periods, (3) failure to provide rest periods; and (4) civil penalties under the PAGA. .

2.3. On March 6, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. While the Parties did not settle at mediation, Ms. Ngo-Bonnici issued a mediator’s proposal at the conclusion of the mediation session with an extended deadline due to the time Omnitrans needed to secure approval by its Board of Directors to accept the mediator’s proposal. Ms. Ngo-Bonnici worked with the parties over the following weeks to secure the Parties’ agreement to settle the Action.

2.4. Prior to the mediation session and negotiating this Settlement, Plaintiff obtained, through informal and formal discovery documents reflecting Omnitrans’ payments to Class Members, Class Members’ hours worked, and Omnitrans’ wage and hour policies. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. As a result of the foregoing, the Parties negotiated and executed a Class Action Settlement Agreement in June of 2024, by which the Parties agreed to Settle all pending claims in this Action for \$4,350,000, of which the Parties valued the

PAGA claim at \$250,000. After the Parties signed the prior agreement, the California Supreme Court issued its decision in *Stone v. Alameda Health System* (2024) 553 P.3d 783. In *Stone*, the Court ruled, *inter alia*, that a PAGA claim cannot be maintained against a public entity. Omnitrans is a public entity.

- 2.6. In light of the Court's ruling in *Stone*, the Parties renegotiated the Settlement terms in good faith to eliminate all releases related to PAGA and reduce the Gross Settlement Amount by \$250,000, the amount allocated by the Parties to the PAGA claim.
- 2.7. The Court has not granted class certification.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Omnitrans promises to pay \$4,100,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Omnitrans has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse Individual Class Payments without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Omnitrans.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Omnitrans will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be One Million Three Hundred Sixty Six Thousand Six Hundred and Sixty Six Dollars and Sixty Seven Cents (\$1,366,666.67) and a Class Counsel Litigation Expenses Payment of not more than Thirty Five Thousand Dollars and Zero Cents (\$35,000.00). Omnitrans will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated the settlement of claims for interest and penalties, respectively (the "Non- Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. No later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Omnitrans will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Omnitrans has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Omnitrans must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Gross Settlement Amount. Omnitrans shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Omnitrans' share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Omnitrans funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and will occur simultaneously.
- 4.3.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a

replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4. The payment of Individual Class Payments shall not obligate Omnitrans to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Omnitrans both fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and after the Effective Date is reached, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all past and present claims, transactions, or occurrences whatsoever, from the beginning of time to the effective date of this release, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all claims related to or arising out of Plaintiff's candidacy for, employment with, or separation from Omnitrans. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Omnitrans understands that Plaintiff's Release will not affect any settlements or payments made in conjunction with such settlements already reached between the Plaintiff and Omnitrans.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to, alleged violations for unpaid wages, meal period violations, and rest period violations and violations of Labor Code sections 226.7, 512, 558, 1194, 1194.2, and 1197. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist and other requirements for Preliminary Approvals.

- 6.1 Omnitrans' Declaration in Support of Preliminary Approval. If required by the Court, Omnitrans and Class Counsel will prepare and deliver to Class Counsel executed Declarations from Omnitrans and/or Defense Counsel disclosing any non-privileged information reasonably required to effectuate this Settlement, such as facts relevant to any actual or potential conflicts of interest with the Administrator, confirming there are no other pending matters or actions asserting claims subject to the releases in this Settlement, or any other information required by the Court. Defense Counsel and Omnitrans will cooperate in a timely manner so that Class Counsel can include these declarations, if any, in the Motion for Preliminary Approval.

- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel.

- 6.3 Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; for appearing in Court to advocate in favor of the Motion for Preliminary Approval; and delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. Defense Counsel shall have the right to review and provide

revision to the Motion for Preliminary Approval and/or the supporting declarations and documents, and Defense Counsel shall not unreasonably delay or withhold approval for filing. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to negotiate any modifications to the Agreement or other changes to satisfy the Court's concerns, provided, however, that Omnitrans is not required to accept a material change to the Agreement.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall

conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.3 If the Administrator, Omnitrans or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. In an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and approximate dates of employment. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement,

entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the

Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Omnitrans estimates that, as of the date of this Settlement Agreement, there are 182,500 Workweeks from April 6, 2017, through February 1, 2024 ("Certified Workweek Amount"). Should the actual number of Workweeks for Class Members between April 6, 2017 and February 1, 2024 exceed the Certified Workweek Amount by more than ten percent (10%) (i.e., an increase of more than 200,750 workweeks), then the Gross Settlement Amount, shall increase by the same percentage in excess of 10% (i.e., if the Workweek estimate of 182,500 increases by 11% to 202,575 Workweeks, then the Gross Settlement Amount shall increase by 1% or the equivalent of 1,825 Workweeks, which is the percentage and number that exceeds 200,750 Workweeks). Alternatively, Omnitrans may reduce the end date of the Class Period such that the number of Workweeks is no greater than 10% of the Certified Workweek Amount, or 200,750 Workweeks total.
9. **OMNITRANS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Omnitrans may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Omnitrans withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Omnitrans will remain responsible for paying all Settlement Administration Expenses incurred to that point. Omnitrans must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Defense Counsel will not unreasonably withhold approval, and Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to take steps to address the Court's concerns, such as revising the Agreement to obtain Final Approval, provided, however, that Omnitrans shall not be obligated to accept a material change to the Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties will expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, provided, however, that Omnitrans shall not be obligated to accept a material change to the Agreement. If the Parties move forward to seek approval after remittitur, they will share, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Omnitrans that any of the allegations in the Operative Complaint have merit or that Omnitrans has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Omnitrans' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Omnitrans and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Omnitrans and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. This Agreement supersedes the Class Action Settlement Agreement previously executed by the Parties in or around June of 2024.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Omnitrans, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

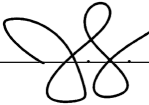
Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement (provided, however, Omnitrans shall not be required to accept a material modification to the Agreement), submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Omnitrans nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

- 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.


Ignore Threat (Oct 12, 2024 17:01 PDT)

For Plaintiff



As to Form: Counsel For Plaintiff



10/8/2024

For Omnitrans



As to Form: Counsel For Omnitrans

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Ignacia Tillet v. Omnitrans, Case No.: CIVDS2016908

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a wage and hour class action lawsuit (“Action”) against Omnitrans for alleged wage and hour violations. The Action was filed by a former Omnitrans Coach Operator Ignacia Tillet (“Plaintiff”) and seeks payment of back payment and other relief for a class of Omnitrans non-exempt employees (“Class Members”) who worked for Omnitrans during the Class Period (April 6, 2017, to April 30, 2024).

If you are receiving this letter, it is because Omnitrans’ records have identified you as a Class Member who worked as a non-exempt employee for Omnitrans during the Class Period.

The proposed Settlement is a Class Settlement requiring Omnitrans to fund Individual Class Payments.

Based on Omnitrans’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Omnitrans’ records showing that **you worked _____ workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. 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 Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Omnitrans to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Omnitrans.

If you worked for Omnitrans during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Omnitrans.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise

notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Omnitrans.

Omnitrans will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Omnitrans that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period, respectively. The number of Class Period Workweeks you worked according to Omnitrans' records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Omnitrans Coach Operator. The Action accuses Omnitrans of violating California labor laws by failing to minimum wages, failing to provide meal periods and rest breaks. Plaintiff is represented by attorneys in the Action: Jonathan M. Lebe, Zachary T. Gershman, Ryan C. Ely of Lebe Law, APLC (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Omnitrans or Plaintiff is correct on the merits. In the meantime, Plaintiff and Omnitrans hired a neutral, experienced mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a comprehensive written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Omnitrans 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, Omnitrans does not admit any violations or concede that any of the claims have merit.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Omnitrans has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Omnitrans Will Pay \$4,100,000 as the Gross Settlement Amount (Gross Settlement). Omnitrans has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Omnitrans will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date after the Court’s Judgment can no longer be appealed or an appeal is resolved.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$1,366,666.67 to Class Counsel for attorneys’ fees and up to \$35,000 for

their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
- C. Up to \$25,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Omnitrans are asking the Court to approve an allocation of 20% of each Individual Class Payment to be reported as taxable wages ("Wage Portion") and 80% of each payment to be designated as non-wage payments. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Omnitrans will separately pay employer payroll taxes it owes on the Wage portion. The Administrator will report the remainder of Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Omnitrans 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.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class 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 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.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion

should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Omnitrans.

7. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Omnitrans have agreed that, in either case, the Settlement will be void: Omnitrans will not pay any money and Class Members will not release any claims against Omnitrans.
8. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Omnitrans has fully funded the Gross Settlement and separately paid any applicable payroll taxes, 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 Omnitrans or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to, alleged violations for unpaid wages, meal period violations, and rest period violations and violations of Labor Code sections 226.7, 512, 558, 1194, 1194.2, and 1197. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. **Workweek Challenges.** The number of Class Workweeks you worked during the Class Period, as recorded in Omnitrans' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Omnitrans' calculation of Workweeks based on Omnitrans' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Omnitrans' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number or email address, approximate dates of employment, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ignacia Tillet v. Omnitrans*, Case No.: CIVDS2016908, and include your identifying information (full name, address, telephone number or email address, and approximate dates of employment). **The Administrator must be sent your request to be excluded by ____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Omnitrans are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is

requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can view them on the Administrator's Website (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Ignacia Tillet v. Omnitrans*, Case No.: CIVDS2016908, and include your name, current address, telephone number, and approximate dates of employment for Omnitrans and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) to attend. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at www.hawaii.gov/courts beforehand.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Omnitrans and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel, whose information is on the next page.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Lebe Law, APLC

Jonathan M. Lebe, Zachary T. Gershman, Ryan C. Ely

Zachary@lebelaw.com; Ryan@lebelaw.com

(213) 444-1973

777 S. Alameda St.,

Los Angeles CA, 90019

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the 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 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 Administrator if you move or otherwise change your mailing address.

EXHIBIT B

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Zachary T. Gershman (State Bar No. 328004)
Zachary@lebelaw.com
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973

Attorneys for Plaintiff Ignacia Tillett,
individually and on behalf of all others similarly situated

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

Ignacia Tillett, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

OmniTrans; and Does 1 through 20,
inclusive,

Defendants.

Case No.: CIVDS2016908

Hon. Christian Towns – Dept S-26

**FOURTH AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

1 Plaintiff Ignacia Tillett, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Ignacia Tillett (“Plaintiffs”) bring this putative class action against
5 defendants OmniTrans and DOES 1 through 20, inclusive (collectively, “Defendants”), on
6 behalf of herself and a putative class of non-exempt employees employed by Defendants.

7 2. Defendants operate a transportation agency.

8 3. Through this action, Plaintiff alleges that Defendants have engaged in a
9 systematic pattern of wage and hour violations under the California Labor Code and Industrial
10 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
11 unfair competition.

12 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

14 (a) Failing to pay minimum wages;

15 (b) Failing to provide meal periods or compensation in lieu thereof; and

16 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;

17 5. Defendants maintained and enforced against the class the following unlawful
18 practices and policies, in violation of California state wage and hour laws:

19 (a) Defendants failed to pay all hours worked. Plaintiff and Class Members would
20 report to work at the yard and be on “standby” awaiting being assigned a route.

21 However, Defendants would not pay Plaintiff and Class Members for all such
22 “standby” hours under their control.

23 (b) Defendants failed to provide meal and rest in violation of California law.

24 Plaintiff and Class Members were not able to take required off-duty meal
25 periods during their shifts. Class Members were also routinely denied a second
26 meal break for shifts lasting longer than ten hours. When Class Members
27 suffered meal and rest period violations, Defendants failed to pay an additional
28 hour of pay at the regular rate of pay to Class Members.

6. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf of herself and all others similarly situated in California to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to Labor Code §§ 226.7, 512, 1194, 1194.2, and 1197.

JURISDICTION AND VENUE

7. This is a class action, pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

11. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during the Class Period.

12. Plaintiff is informed and believes, and thereon allege, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

13. Plaintiff is unaware of the true names or capacities of the defendants sued herein

1 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
2 Complaint and serve such fictitiously named defendants once their names and capacities
3 become known.

4 14. Plaintiff is informed and believes, and thereon allege, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
8 the employer and/or joint employer of Plaintiffs and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
11 Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
12 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
13 the official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein.
16 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon allege, that each of said
19 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
20 omissions, occurrences and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
23 herself and all others similarly situated who were affected by Defendants' Labor Code,
24 Business and Professions Code §§ 17200 and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 ///

28 ///

1 20. Plaintiff's proposed Class consists of and is defined as follows:

2 Class

3 All current and former non-exempt employees who worked for
4 Defendants in the State of California from April 6, 2016 to the date of
 trial.¹

5 Plaintiff also seeks to certify the following Subclass of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment from Defendants
8 from April 6, 2017 to the date of class certification.

9 21. Members of the Class and Subclass described above will be collectively referred
10 to as "class members." Plaintiff reserves the right to establish other or additional subclasses, or
11 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
 specific theories of liability.

12 22. This action has been brought and may properly be maintained as a class action
13 under the California Code of Civil Procedure § 382 because there are common questions of law
14 and fact as to the Class that predominate over questions affecting only individual members
15 including, but not limited to:

16 (a) Whether Defendants paid Plaintiff and class members all minimum wage
17 compensation;

18 (b) Whether Defendants deprived Plaintiff and class members of compliant meal
19 periods or required Plaintiff and class members to work through meal periods
20 without compensation; and

21 (c) Whether Defendants deprived Plaintiff and class members of compliant rest
22 breaks.

23 23. There is a well-defined community of interest in this litigation and the Class is
24 readily ascertainable:

25 (a) Numerosity: The members of the Class are so numerous that joinder of all
26 members is impractical. Although the members of the Class are unknown

27 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I,
28 Emergency Rule No. 9.

1 to Plaintiff at this time, on information and belief, the Class is estimated to
2 be greater than 100 individuals. The identity of the class members are
3 readily ascertainable by inspection of Defendants' employment and payroll
4 records.

5 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
6 claims (or defenses, if any) of the Class because Defendants' failure to
7 comply with the provisions of California wage and hour laws entitled each
8 class member to similar pay, benefits and other relief. The injuries
9 sustained by Plaintiffs are also typical of the injuries sustained by the Class
10 because they arise out of and are caused by Defendants' common course of
11 conduct as alleged herein.

12 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent
13 and protect the interests of all members of the Class because it is in her best
14 interest to prosecute the claims alleged herein to obtain full compensation
15 and penalties due to her and the Class. Plaintiff's attorneys, as proposed
16 class counsel, are competent and experienced in litigating large
17 employment class actions and are versed in the rules governing class action
18 discovery, certification and settlement. Plaintiff has incurred and,
19 throughout the duration of this action, will continue to incur attorneys' fees
20 and costs that have been and will be necessarily expended for the
21 prosecution of this action for the substantial benefit of each class member.

22 (d) Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve
24 economies of time, effort and expense as compared with separate lawsuits,
25 and will avoid inconsistent outcomes because the same issues can be
26 adjudicated in the same manner and at the same time for each Class. If
27 appropriate this Court can, and is empowered to, fashion methods to
28 efficiently manage this case as a class action.

1 (e) Public Policy Considerations: Employers in the State of California and
2 other states violate employment and labor laws every day. Current
3 employees are often afraid to assert their rights out of fear of direct or
4 indirect retaliation. Former employees are fearful of bringing actions
5 because they believe their former employers might damage their future
6 endeavors through negative references and/or other means. Class actions
7 provide the class members who are not named in the complaint with a
8 type of anonymity that allows for the vindication of their rights at the
9 same time as affording them privacy protections.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order § 4)**

13 24. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 25. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
16 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
17 wage than the minimum so fixed is unlawful.

18 26. During the relevant time period, Defendants paid Plaintiff and class members
19 less than minimum wages when, for example, Defendants required Plaintiff and class members
20 to work off-the-clock during meal breaks, during health screenings when Plaintiff and class
21 members were under Defendants' control. To the extent these hours do not qualify for the
22 payment of overtime or doubletime, Plaintiff and class members were not being paid at least
23 minimum wage for their work.

24 27. During the relevant time period, Defendants regularly failed to pay at least
25 minimum wage to Plaintiff and class members for all hours worked pursuant to Labor Code
26 §§ 1194 and 1197.

27 28. Defendants' failure to pay Plaintiff and class members the minimum wage as
28 required violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class

1 members are entitled to recover the unpaid balance of their minimum wage compensation as
2 well as interest, costs and attorney's fees.

3 29. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to
4 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
5 thereon.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE MEAL PERIODS**

8 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)**

9 30. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 31. Labor Code § 226.7 provides that no employer shall require an employee to work
12 during any meal period mandated by the IWC Wage Orders.

13 32. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
14 any person for a work period of more than five (5) hours without a meal period of not less than
15 30 minutes, except that when a work period of not more than six (6) hours will complete the
16 day's work the meal period may be waived by mutual consent of the employer and the
17 employee."

18 33. Labor Code § 512(a) provides that an employer may not require, cause or permit
19 an employee to work for a period of more than five (5) hours per day without providing the
20 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
21 the total work period per day of the employee is not more than six (6) hours, the meal period
22 may be waived by mutual consent of both the employer and the employee.

23 34. Labor Code § 512(a) also provides that an employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second meal period of not less than thirty (30) minutes, except that if the total hours
26 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
27 consent of the employer and the employee only if the first meal period was not waived.

28 35. During the relevant time period, Plaintiff and class members did not receive

1 compliant meal periods for each five hours worked per day as a result of, among other things,
2 lack of proper coverage and scheduling of meal periods during these employees' shifts.
3 Defendants have also required class members to be "on duty" during meal and rest periods such
4 that they have not been provided with legally compliant meal and rest periods under California
5 law. Finally, Defendants also routinely failed to provide Plaintiff and class members with a
6 second, off-the-clock meal break for shifts lasting longer than ten hours.

7 36. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
8 an employer to pay an employee one additional hour of pay at the employee's regular rate of
9 compensation for each work day that a meal period is not provided.

10 37. At all relevant times, Defendants failed to pay Plaintiff and class members all
11 meal period premiums due for meal period violations pursuant to Labor Code § 226.7(b) and
12 section 11 of the applicable IWC Wage Order.

13 38. As a result of Defendants' failure to pay Plaintiff and class members an
14 additional hour of pay for each day a meal period was not provided, Plaintiffs and class
15 members suffered and continue to suffer a loss of wages and compensation.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PERMIT REST BREAKS**

18 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)**

19 39. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 40. Labor Code § 226.7(a) provides that no employer shall require an employee to
22 work during any rest period mandated by the IWC Wage Orders.

23 41. Section 12 of the applicable IWC Wage Order states "every employer shall
24 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
25 the middle of each work period" and the "authorized rest period time shall be based on the total
26 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
27 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

28 42. During the relevant time period, Plaintiff and class members did not receive a ten

1 (10) minute rest period for every four (4) hours or major fraction thereof worked.

2 43. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
3 requires an employer to pay an employee one additional hour of pay at the employee's regular
4 rate of compensation for each workday that the rest period is not provided.

5 44. At all relevant times, Defendants failed to pay Plaintiff and class members all
6 rest period premiums due for rest period violations pursuant to Labor Code § 226.7(b) and
7 section 12 of the applicable IWC Wage Order.

8 45. As a result of Defendants' failure to pay Plaintiff and class members an
9 additional hour of pay for each day a rest period was not provided, Plaintiff and class members
10 suffered and continue to suffer a loss of wages and compensation.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on her own behalf and on behalf of all others similarly situated, pray for relief
13 and judgment against Defendants, jointly and severally, as follows:

14 1. For certification of this action as a class action, including certifying the Class
15 and Subclass alleged by Plaintiff;

16 2. For appointment of Ignacia Tillett as the class representative;

17 3. For appointment of Lebe Law, APLC as class counsel for all purposes;

18 4. For compensatory damages in an amount according to proof with interest
19 thereon;

20 5. For economic and/or special damages in an amount according to proof with
21 interest thereon;

22 6. To pay all minimum wages for all hours worked as required by law in an
23 amount according to proof;

24 7. To pay all meal period premiums for failure to provide off-duty meal periods as
25 required by law, in an amount according to proof;

26 8. To pay all rest period premiums for failure to provide paid 10-minute rest
27 periods as required by law, in an amount according to proof;

28 9. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by

1 law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;

2 10. For statutory penalties to the extent permitted by law, including those pursuant to
3 the Labor Code and IWC Wage Orders;

4 11. For liquidated damages in an amount equal to the wages unlawfully unpaid and
5 interest thereon pursuant to Labor Code § 1194.2;

6 12. For an award of damages in the amount of unpaid compensation including, but not
7 limited to, unpaid wages, benefits and penalties, including interest thereon;

8 13. For pre-judgment interest; and

9 14. For such other relief as the Court deems just and proper.

10 Dated: September 30, 2024

LEBE LAW, APLC

11 By: _____

12 Jonathan M. Lebe
13 Attorney for Plaintiff Ignacia Tillett, Individually
14 and on behalf of all others similarly situated
15

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

18 Dated: September 30, 2024

LEBE LAW, APLC

19 By: _____

20 Jonathan M. Lebe
21 Attorney for Plaintiff Ignacia Tillett, Individually
22 and on behalf of all others similarly situated
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