12-10010 KG

United States Bankruptcy Court
District of Delaware

February15,2013

My name is George Tosun and I was employed by Coach USA from 1994 to 2005 and by Coach America from 2005 to September 13, 2012. Coach America filed for bankruptcy on January 3, 2012 and failed to pay my accumulated vacation pay of 344 hours. We did have a union contract stating that vacation must be used within 12 month period and only one week of vacation can be carried forward, however this agreement was never enforced, many drivers like my self did carry our vacations to fallowing years and always did get pay. Our contract stated that after completion of ten years of service we will get 20 days of paid vacation, according to my September 2012 check, I had been paid $ 10853.35 vacation pay for this year, if I only get 20 days of paid vacation and if I am only allowed to carry only one week of vacation to fallowing year, my total vacation pay would be around 200 hundred hours and that will equal about $ 3700.00. So, Coach America owes me 344 hours of accumulated vacation pay for the previous 7 years. I filed a claim with Labor Commissioner of California and they advised me to file a claim with bankruptcy court. I thank you for taking your time and investigating my claim.

George Tosun

1611 South Villa Way
Walnut Creek, CA. 94595

State of California

Edmund G. Brown, Jr., GOVERNOR

Department of Industrial Relations
DIVISION OF LABOR STANDARDS ENFORCEMENT
455 Golden Gate Ave. - 10th floor East
San Francisco, CA 94102
Tel: (415)703-5300 Fax: (415)703-4130

February 07, 2013

George Tosun
1611 South Villa Way
Walnut Creek, CA 94595

11 - 43334 HM

RE: Your claim v. Coach America

Please be advised that the above mentioned employer has filed for bankruptcy protection. Therefore, we have no jurisdiction and are closing our file.

Please see the copy of filing attached. It is imperative that you file a claim with the Bankruptcy Court listed below.

The address for the Bankruptcy Court is as follows:

United States Bankruptcy Court for the District of Delaware
824 North Market Street, 3rd Floor
Wilmington, Delaware 19801
302-252-2900

Helen Morales

Helen Morales Deputy Labor Commissioner
415-703-4829

AGREEMENT
BETWEEN

COACH AMERICA

AND

TEAMSTERS AUTOMOTIVE WORKERS LOCAL UNION 665

FEBRUARY 11, 2011 THROUGH NOVEMBER 15, 2013

11.2 Rules for out of town moves. Operators may be required to work a charter or combination of charters before leaving the home terminal and upon returning from the home terminal.

The twenty four hour (24) hour clock for determining pay and per diem will begin at the Operators' initial report time. The day prior to returning to the home terminal, the Operator must contact the home terminal Dispatcher for additional work that may be assigned to the Operator.

The Operator will be paid for actual hours worked on the last day of service (sign on to sign off duty), with an eight (8) hour minimum.

SECTION 12. VACATIONS

12.1 Vacation Benefit. Each employee who has been compensated for Sixteen Hundred Eighty (1,680) hours or more during his preceding year of employment shall be eligible for paid vacation according to the following accrual schedule:

After completion of probationary period	.4166 days per month (5 days/year)
After completion of two years of service	.8333 days per month (10 days)
After completion of seven years of service	1.250 days per month (15 days)
After completion of ten years of service	1.666 days per month (20 days)
After completion of twenty years of service	2.083 days per month (25 days)

Vacation must be taken within the twelve (12) month period after it is earned, except that an employee may carry over up to one (1) week of vacation to the following year.

12.2 Vacation Payment. Vacation must be taken in full work week increments. Vacation shall not be taken prior to the anniversary date on which it is earned under the schedule provided in paragraph 12.1 of this Article. There shall be no scheduling or payment of pro rata vacation amounts under this Agreement. An employee who resigns without providing the Company at least two (2) weeks' written notice shall forfeit all vacation pay.

12.3 Vacation Scheduling. Vacation assignments will be made on the basis of seniority. The vacation schedule will be posted on March 1 of each year for purposes of bidding. Employees shall have seven (7) days in which to indicate their vacation preferences. Employees failing to designate any preference shall have their vacations assigned by the Company. No more than three (3) employees may take vacation in the same week without Company approval.

Letter of understanding

Google drivers pay, under this agreement, will remain unchanged at the current daily rates:

1) 12 hours per day- routes number CA 1-8 that began March 16, 2009, and remaining in Mountain View between runs;
2) 11 hours per day for all routes begun after March 16, 2009, and remaining in Mountain View between runs;
3) 8 hours per day for splits operating one way to Mountain View in the morning and one way from Mountain View to San Francisco in the evening.
4) All other services are based on a 4 hour minimum.

By _____

Title Business Representative

Date 3/11/11

By _____

Title Vice President/ General Manager_

Date _____March 7, 2011_____

CERIDIAN

CUSA FL, LLC, FRANCISCAN LINES
300 TOLAND STREET
SAN FRANCISCO, CA 94124

CHECK NO: 212884665
CHECK DATE: 09/18/12
PERIOD ENDING: 09/12/12
PAY FREQUENCY: BIWEEKLY

TOSUN, GEORGE E
1611 S VILLA WAY
WALNUT CREEK,CA 94595

ID NUMBER: 828D000219
BASE RATE: 18.5000
SSN:

	STATUS	EXEMPT
FED:	SINGLE	00
ST1:	SINGLE	00
ST2:		

TAX ADJUSTMENTS
FED: $ 75.00 ST1:$ 50.00
DI/UC:
LOCAL:

STATE AND LOCAL CODES
PRI: CA LOC1: LOC3:
SEC: LOC2: LOC4:
LOC5:

IMPORTANT MESSAGE

HOURS AND EARNINGS

DESCRIPTION	CURRENT HOURS/UNITS	CURRENT EARNINGS	Y-T-D HOURS/UNITS	Y-T-D EARNINGS
REGULAR	45.70	845.44	2012.73	37235.34
TIPS - CHARGE		25.00		1236.60
DRV BAGGAGE		55.50		4199.50
DRVR LECTURE		60.00		900.00
HOLIDAY			24.00	444.00
VACATION			527.00	10853.35
SICK			76.00	1628.00
FL HOLIDAY			39.00	721.50
TOTAL H/E	45.70	985.94	2678.73	57218.29
PRE-TAX ITEMS				
401K UNION		147.89-		8582.75-
DENTAL PPO		5.52-		108.58-
UNION MEDICAL		83.26-		1653.56-
TOTAL PRE-TAX		236.67-		10344.89-
TOTAL	45.70	749.27	2678.73	46873.40

TAXES AND DEDUCTIONS

DESCRIPTION	CURRENT AMOUNT	Y-T-D AMOUNT
SO SEC TAX	37.68	2329.16
MEDICARE TAX	13.01	804.11
FED INC TAX	158.26	9857.50
PRI-STATE TAX	60.20	3558.29
SDI/UC TAX	8.97	554.56
TOTAL TAXES	278.12	17103.62
AFTER-TAX DEDUCTIONS		
DUES A		387.00
TOTAL PER DED		387.00

SPECIAL INFORMATION

MATCH A	49.30
YTD MATCH A	2860.91

	GROSS	PRE-TAX	TAXABLE WAGES	LESS TAXES	LESS DED	EQ NET PAY
CURRENT	985.94	236.67-	749.27	278.12	.00	471.15
Y-T-D	57218.29	10344.89-	46873.40	17103.62	387.00	29382.78

Statement Of Earnings Detach at perforation below and keep for your records. A Payroll Service By Ceridian

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ORIGIN ID: LGBA (302) 252-3673
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USBC DISTRICT OF DELAWARE
824 NORTH MARKET STREET 3RD FLOOR

WILMINGTON, DE 19801
UNITED STATES US

SHIP DATE: 10JAN13
ACTWGT: 1.0 LB MAN
CAD: 807436/CAFE2606

BILL SENDER

TO **COACH AMERICA HOLDINGS**
BMC GROUP
18675 LAKE DRIVE EAST

CHANHASSEN MN 55317
(310) 321-5555
REF: COACH AM CLAIMS

51201/DBRA/CFE0

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FRI - 01 MAR 3:00P
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