

**NOTICE OF YOUR RIGHT TO JOIN LAWSUIT AGAINST SUPERSHUTTLE  
INTERNATIONAL, INC. AND SUPERSHUTTLE FRANCHISE CORPORATION  
("SUPERSHUTTLE")**

**TO: ALL INDIVIDUALS WHO DROVE SUPERSHUTTLE AIRPORT PASSENGER VANS IN CALIFORNIA ON OR AFTER APRIL 9, 2006.**

**THIS CONCERNS YOUR RIGHT TO JOIN A LAWSUIT AGAINST SUPERSHUTTLE INTERNATIONAL, INC. AND SUPERSHUTTLE FRANCHISE CORPORATION ("SUPERSHUTTLE"). IN THE LAWSUIT NAMED PLAINTIFFS CONTEND THAT SUPERSHUTTLE MISCLASSIFIED THEM AS FRANCHISEES AND INDEPENDENT CONTRACTORS AND ARE SEEKING TO RECOVER OVERTIME AND MINIMUM WAGE UNDER THE FEDERAL FAIR LABOR STANDARDS ACT ("FLSA CLAIMS").**

**IF YOU DECIDE TO FILE A CONSENT TO JOIN THESE CLAIMS IN THIS LAWSUIT, YOU MUST MAIL YOUR CONSENT TO *KAIRY v. SUPERSHUTTLE INTERNATIONAL, INC., C/O SIMPLRUIS, INC., 3176 PULLMAN STREET, SUITE 123, COSTA MESA, CA 92626*, AND YOUR ENVELOPE MUST BE POSTMARKED ON OR BEFORE SEPTEMBER 30, 2009.**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.**

**WHAT IS THIS ABOUT?**

The purpose of this Notice is to inform you about a lawsuit filed against SuperShuttle which you are eligible to join. This Notice is to advise you of how your rights may be affected by this lawsuit, and to inform you of how to join, if you so desire.

**DESCRIPTION OF THE LAWSUIT AND THE FLSA CLAIMS**

A complaint was filed, and is now pending against the two SuperShuttle entities mentioned above in the United States District Court for the Northern District of California. Plaintiffs Roosevelt Kairy, Larry Brown, Wayne Dickson, Drake Osmon, and Harjinder Singhdietz allege that they and other similarly situated drivers of SuperShuttle airport passenger vans were improperly classified as franchisees or independent contractors of SuperShuttle, but actually served SuperShuttle as employees, and are therefore entitled to the protection of the FLSA, which provides employees (but not franchisees or independent contractors) with certain

rights. Plaintiffs allege that, because they were employees, they should have received minimum wage and overtime compensation for the hours they worked. Plaintiffs challenge SuperShuttle's present classification of Plaintiffs as franchisees and seek payment of minimum wages, overtime compensation, and liquidated damages, an award of reasonable attorneys' fees, costs and expenses, and such other relief as may be proper.

SuperShuttle has denied the allegations and maintains that the drivers of SuperShuttle airport passenger vans were not its employees, but were either independent contractors, franchisees, or had been engaged by franchisees or independent contractors to operate the vans. SuperShuttle further asserts that they have not violated the FLSA at any relevant time in regard to the drivers of SuperShuttle airport passenger vans. Further, Supershuttle has filed a Counterclaim against the Plaintiffs which seeks to obtain the value derived in the operation of a franchise to apply as an offset against any monies determined to be owed for minimum wages and overtime.

### **WHY DID I GET THIS NOTICE?**

You received this notice because you were identified as someone who drove a SuperShuttle airport passenger van in California during the past three (3) years.<sup>1</sup>

### **HOW DO I PARTICIPATE IN THE FEDERAL CLAIMS?**

If you drove a SuperShuttle airport passenger van in California after April 9, 2006, you may become a party plaintiff in this lawsuit. To do that you must complete, sign, and mail the enclosed Consent to Join form to Kairy, et al. v. SuperShuttle International, Inc., et al., c/o Simpluris, Inc., 3176 Pullman Street, Suite 123, Costa Mesa, CA 92626, postmarked on or before September 30, 2009. If your signed Consent to Join form is not postmarked by that date,

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<sup>1</sup> THOSE WHO DROVE ONLY TO/FROM BURBANK AIRPORT UNDER A CONTRACT WITH SAN GABRIEL TRANSIT, INC. ARE NOT INCLUDED IN THIS NOTICE.

you will not be permitted to participate in the federal claims in this lawsuit. Even if you return a timely Consent to Join form your continued right to participate in this suit may depend upon later decisions by the District Court, including decisions as to whether you and the Named Plaintiffs are “similarly situated” under federal law.

### **WHAT HAPPENS IF I JOIN THIS LAWSUIT?**

If you decide to join the FLSA claims in this lawsuit, you will become a party plaintiff. That means if the judge determines that this case can go to trial as a “collective” action, you will be bound by any judgment issued in the case, whether favorable or unfavorable. You will also be bound by any ruling as to SuperShuttle’s Counterclaims. While this suit is proceeding, you may be required to respond to written questions, produce documents, sit for depositions and/or testify in court. You may also be required to preserve and present evidence as to your hours worked, expenses paid and monies received while classified as a franchisee and/or independent contractor. You should keep any electronic or paper documents you have that may be relevant to your claim.

### **YOUR RIGHT NOT TO JOIN IN THE FLSA CLAIMS IN THIS [LAWSUIT]?**

If you choose not to join this suit, you will not be affected by any judgment rendered as to the federal claims in this case, whether favorable or unfavorable to Plaintiffs regarding the federal FLSA claims in this lawsuit. You will not participate in any recovery on the FLSA claims in this case. However, any relief obtainable under the FLSA can be recovered if you bring your own lawsuit within the time provided by law and then you prevail on your claims. Any claims for FLSA overtime compensation or minimum wages must be filed, if at all, in court within two years (or within three years if the violation was willful as defined by law).

**WHO WILL REPRESENT ME IF I JOIN THIS CASE?**

The attorneys for the named Plaintiffs and the others who join as opt-in plaintiffs are:

Peter Rukin, Esq., SBN 178336  
Angela Perone, Esq. SBN 245793  
RUKIN HYLAND DORIA & TINDALL LLP  
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LEWIS, FEINBERG, LEE, RENAKER  
& JACKSON, P.C

HINTON, ALFERT & SUMNER

LEONARD CARDER, LLP

These lawyers will represent you should you elect to join this suit. They are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fee. If there is a recovery, the attorneys for the Plaintiffs will receive attorneys' fees as determined by the Court. By joining this lawsuit, you designate the named Plaintiffs as your agents to make decisions on your behalf concerning the FLSA claim in the litigation, and all other matters pertaining to the FLSA claims in this lawsuit. These decisions and agreements made and entered into by the Plaintiffs will be binding on you if you join this lawsuit.

**HAVE PLAINTIFFS ASSERTED CLAIMS UNDER CALIFORNIA LAW?**

Named Plaintiffs have also asserted claims under California state law. Named Plaintiffs seek to represent a class of drivers of SuperShuttle passenger vans in California. However, the Court has not yet certified a class action that would allow Plaintiffs to represent you on the California state law claims. If such a class is certified, you will receive an additional notice regarding your rights with regards to the California state law claims.

SuperShuttle also denies all wrongdoing under California state law. Because SuperShuttle maintains it properly classified its drivers as franchisees or independent contractors,

it contends Plaintiffs and other drivers are not entitled to recovery under the California state law claims and has filed a Counterclaim in this lawsuit.

The California state law claims asserted in this lawsuit are separate and apart from the claims asserted under the FLSA. If you wish to recover under the FLSA, you must file a Consent to Join form provided with this Notice.

**CAN SUPERSHUTTLE RETALIATE AGAINST ME FOR JOINING THIS LAWSUIT?**

If, the Court finds that franchisees and/or independent contractors are SuperShuttle employees, then federal law would prohibit SuperShuttle from firing you or taking any other negative action against you because you joined this lawsuit or participated in the settlement, or because you have otherwise exercised your rights under the FLSA.

**IS THERE ANY INFORMATION FROM THE PARTIES THAT I SHOULD IGNORE?**

You should ignore any information you have received that is inconsistent with this Notice.

**WHAT SHOULD I DO IF I WANT MORE INFORMATION?**

Further information about this Notice or the deadline for filing a Consent to Join may be obtained by telephoning Simpluris, Inc. toll-free at (800) 779-2104 You may also contact Plaintiffs' counsel.

**THIS NOTICE IS FOR THE SOLE PURPOSE OF DETERMINING WHO WISHES TO JOIN THIS LAWSUIT AND DOES NOT CONSITUTE IN ANY WAY AN OPINION REGARDING THE MERITS OF PLAINTIFFS' CLAIMS OR SUPERSHUTTLE'S DEFENSES OR COUNTERCLAIMS. THE FEDERAL DISTRICT COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFFS' CLAIMS OR OF DEFENDANTS' DEFENSES OR COUNTERCLAIMS.**

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF THE COURT. THEY CANNOT ANSWER QUESTIONS CONCERNING THIS LAWSUIT OR THIS NOTICE.**