SUPERSHUTTLE INTERNATIONAL, INC., ET AL.

v. ROOSEVELT KAIRY, ET AL.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action Settlement Agreement and Release of Claims ("Settlement Agreement") is entered into by and between Defendants SuperShuttle International, Inc. ("SSI") and, SuperShuttle Franchise Corporation ("SSFC"), as well as Cloud 9 Shuttle, Inc., SuperShuttle of San Francisco, Inc., Mini-Bus Systems, Inc., SuperShuttle Los Angeles, Inc., and Sacramento Transportation Services, Inc. (collectively, "Defendants") on the one hand; and Representative Plaintiffs Roosevelt Kairy, Harjinder Singhdietz aka Harjinder Dub, Drake Osmun, Wayne Dickson, Larry Brown, Munir Ahmed, Frederick Fernandez and Yurik Zadov (collectively, "Representative Plaintiffs" and/or "Class Representatives") on behalf of themselves individually, and on behalf of all members of the "Settlement Class" (including the subclasses described below), on the other.

DEFINITIONS

1. "Class Counsel" means, collectively, Aaron D. Kaufmann and Phillip Monrad of Leonard Carder, LLP; Peter Rukin of Rukin Hyland Doria & Tindall LLP; Daniel Feinberg of Lewis, Feinberg, Lee, Renaker & Jackson, P.C.; and Bryan Schwartz of Bryan Schwartz Law.

2. "Class Notice Package" means the Settlement Class Notice and Computation of Estimated Share Form in forms substantially similar to the attached Exhibits B and C (consisting of alternative forms C(1) and C(2)), and are incorporated by reference into this Agreement.

3. The term "Complaint" refers to the Second Amended Complaint on file in *Roosevelt Kairy, et al. v. SuperShuttle International, Inc., et al.*, U.S.D.C. Northern California Case No. 08-CV-02993-JSW(BZ), as well as the "Proposed Amended Complaint" (the proposed Third Amended Complaint, a draft of which is attached as

Exhibit D to this Settlement Agreement). The term "Litigation" refers to the disputes, claims and issues between the Parties, raised and related to the lawsuit entitled *Roosevelt Kairy, et al. v. SuperShuttle International, Inc., et al.*, U.S.D.C. Northern California Case No. 08-CV-02993-JSW(BZ), including those raised or related to the Proposed Amended Complaint, and including all claims, counter-claims and appeals filed, raised or otherwise asserted in the lawsuit.

4. "Defendants" shall refer to SSI, SSFC, and the City Licensees identified in Paragraph 10, below.

5. "Defendant's Counsel" is Paul Marron and Steven C. Rice of Marron Lawyers; and Robert Jon Hendricks and Rebecca Eisen of Morgan, Lewis & Bockius, LLP.

6. "Effective Date" and "Settlement Effective Date" are defined as follows: If there are no timely objections by members of the Settlement Class and/or any such objections have been withdrawn prior to the final approval hearing, the Effective Date shall be the date the Court signs an order granting final approval of the Settlement Agreement. If timely objections *are* filed by one or more members of the Settlement Class that are not thereafter withdrawn prior to a court order granting final approval, the Effective Date shall be the date that the Court's final approval order is no longer appealable (or if such an appeal is filed, the date on which the appeal is final).

7. "Gross Settlement Fund" refers to the amount of Twelve Million Dollars ($12,000,000) that Defendants will provide as a portion of the settlement of the Litigation (described in Paragraph 26, below, and elsewhere in this Settlement Agreement).

8. "Net Settlement Fund" shall be the net of the Gross Settlement Fund less Court-approved Class Counsel's attorneys' fees and litigation expense reimbursement, the Class Representative Service Awards, payment of Labor Code Private Attorney General Act penalties ("PAGA") to the California Labor and Workforce Development

Agency ("LWDA"), and any settlement administration fees and expenses that exceed the $100,000 limit on Defendants' liability for such charges.

9. "Parties" refer to the Plaintiffs and the Defendants, collectively.

10. "Settlement Class" consists of all individuals who have operated SuperShuttle-branded vans in California during the Settlement Period and who fall within one or both of the following two sub-classes

> "Primary Operators Sub-Class" - All individuals who have signed a franchisee or owner-operator agreement with Cloud 9 Shuttle, Inc., SuperShuttle of San Francisco, Inc., Mini-Bus Systems, Inc., SuperShuttle Los Angeles, Inc., or Sacramento Transportation Services, Inc. (collectively, "City Licensees") to operate a SuperShuttle-branded van at any time between May 8, 2004 through the date of the Court's granting of preliminary approval of this proposed settlement.
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> "Secondary Operators Sub-Class" – All individuals who have operated a SuperShuttle-branded van under arrangements made with one or more Primary Operators at any time between May 8, 2004 and the date of the Court's granting of preliminary approval of this proposed settlement

A particular individual may be a member of both sub-classes at various times, but at any particular time an individual member of the Settlement Class may be a member of either class, but not both. Those who submit a timely and valid communication expressing their desire to opt out of the Settlement will not be members of the Settlement Class.

11. "Settlement Class Members-Currents" shall refer to those Primary Operators and Secondary Operators who, as of the Settlement Effective Date, have an active franchise agreement with one of the City Licensees or currently operate a SuperShuttle-branded van under arrangements with a Primary Operator; "Settlement Class Members-Formers" shall refer to those Primary Operators and Secondary Operators

who, as of the Settlement Effective Date, do not have an active franchise agreement with one of the City Licensees and do not currently operate a SuperShuttle-branded van.

12. "Settlement Administrator" refers to the third party company responsible for administering the Settlement.

13. "Settlement Administration Expenses" are those expenses and costs incurred by the Settlement Administrator in effectuating the Settlement.

14. "Settlement Period" is May 8, 2004, through preliminary approval of this settlement.

BACKGROUND

15. This Settlement Agreement addresses and resolves class and collective action claims alleged in the Complaint, as well as other claims or potential claims described herein. Plaintiffs have alleged that Defendants violated state and federal wage and hour laws, as well as other employment laws, and seek, on their own behalf, and on behalf of the class alleged therein and on behalf of opt ins to the collective action alleged therein, unpaid wages and interest thereon, reimbursement of expenses and allegedly coerced purchases, penalties, liquidated damages, injunctive and other equitable relief, as well as reasonable attorneys' fees and costs, under, inter alia, 29 U.S.C. § 201, et seq. (Fair Labor Standards Act); Business & Professions Code §§ 17200 et seq.; Industrial Welfare Commission Wage Order 9; and various provisions of the California Labor Code.

16. Plaintiffs have asserted that the contractual documents and operational policies and practices of Defendants have retained sufficient control and otherwise created circumstances that would warrant a finding that the Primary Operators and Secondary Operators were covered "employees" of Defendants for purposes of the state and federal employment statutes that give rise to the claims alleged in the Complaint. Defendants have vigorously contested such assertions, contending that at all times the Primary Operators and Secondary Operators have properly been considered and classified

as non-employees of Defendants. Defendants deny that they violated the law in any manner alleged in the Complaint or otherwise and maintain that they have at all times properly classified the Operators for purposes of California's wage orders and Labor Code. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing by Defendants. Defendants deny any liability, and are agreeing to this Settlement to buy peace and to put an end to the Litigation with its costs including administration time, attorneys' fees and related expenses.

17. Without admitting any liability or any validity to the "misclassification" allegations made by Plaintiffs in this action, Defendants have agreed to provide certain changes in the franchise operations, and have also agreed to provide new franchise agreements and modifications to existing franchise agreements and other documents to reflect such changes, as more specifically set forth below and in the Operational Changes Addendum attached as Exh. A, and incorporated herein. However, any Primary Operator's franchise agreement that is currently in effect shall remain in full force and effect until the stated expiration date or termination under the terms of the agreement or at such time as a new franchise agreement is entered into, if any, between the parties.

18. The Parties intend to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising during the Settlement Period alleged by Plaintiffs in the Complaint, as well as known and unknown claims which could have been brought based on the specific factual allegations contained in the Complaint, including, but not limited to claims for unpaid overtime, minimum wage, coerced purchases, record-keeping violations, paycheck violations, meal period and rest period violations, "waiting time" penalties, and failure to reimburse business expenses, as well as any other claims arising from any allegations of "misclassification" or "de facto" or "common law" employee status, as more fully described in Paragraphs 63-65, below.

19. This Settlement will also effect a full and complete settlement and release, as described herein, which includes in its effect all of Defendants' present and former parent companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, and affiliates (the term "affiliates" is not intended to include Primary or Secondary Operators) as more fully described in Paragraph 63, below.

20. The parties agree that this is a settlement of disputed claims and that Labor Code Section 206.5 is therefore inapplicable.

21. This Settlement Agreement is a settlement document and shall be inadmissible as evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

22. The parties shall cooperate to the end that Plaintiffs shall file a motion for preliminary approval of the settlement within 30 days of the execution date of this Settlement Agreement.

23. The Parties have agreed, by and through their counsel after careful investigation and consideration of these issues that many of the operational (or "programmatic") changes implemented as part of this Settlement provide significant benefits to the Settlement Class-Currents, are indicia of independent contractor/franchisee status, and strengthen Defendants' independent contractor franchisee-based system. Accordingly, Class Counsel have agreed that their moving papers for approval of this Settlement shall acknowledge as follows:

a. In the motions for preliminary and final approval of this Settlement (and elsewhere as appropriate), Class Counsel shall represent to the Court that settlement of this action represents a good faith settlement and significant benefit to the putative class on the grounds that the claims of employment status have been contested and that there is significant risk that Plaintiffs would be unable to establish employment status because, among other things, a Court could find that certain of the controls retained by Defendants

are reflective of government regulatory mandates rather than indicia of employment status and that under the current model franchisee putative class members:

- have acknowledged their independent contractor status;
- select their own schedules;
- select which offers they agree to accept for inbound passengers (the parties dispute whether the ability to select inbound assignments is available to drivers in all cases) and have the option of queuing for outbound passengers at the airport;
- select qualified sub-operators to drive their van;
- schedule and pay the sub-operators they select to drive the van;
- control the operation of their franchise including the selection and payment of vendors;
- arrange for charter operations of their franchise;
- have certain flexibility in using their vans for commercial purposes other than servicing SuperShuttle customers; and
- would face substantial risk that Plaintiffs could not establish that common issues predominate over individual issues with respect to employment status.

b. Class Counsel will also represent to the Court in their motion for preliminary and final approval of this Settlement (and elsewhere as appropriate) that there is significant risk that Plaintiffs would be unable to establish that Secondary Operators were employed by Defendants because, among other things:

- Primary Operators selected, retained, paid and supervised their Secondary Operators;
- Secondary Operators have separate and varied financial and business relationships with the Primary Operators who retained them and who actually schedule and pay them;

- the Court could find that certain of the controls retained by Defendants are reflective of government regulatory mandates rather than indicia of employment status, and
- there would be substantial risk that Plaintiffs could not establish that common issues predominate over individual issues with respect to employment status.

c. Class Counsel will also represent to the Court that the negotiated operational changes detailed in Exh. A hereto have significant value to the Settlement Class-Currents and that further enhance the independence of the operators, provide further entrepreneurial opportunities, and provide certain clarifications that strengthen the independent contractor status of the Settlement Class-Currents on a going-forward basis.

d. In light of the forgoing, neither Plaintiffs nor Class Counsel shall oppose Defendants' request for the inclusion of language in the proposed orders for preliminary and final approval by the Court to the effect that this Settlement is fair and adequate to the class for the reasons set forth above, that there is significant risk that further litigation would result in the putative class receiving less or no recovery at all, and that, based on the record presented, injunctive or declaratory relief is unwarranted with respect to the issue of employment status because (for the reasons stated above and other reasons) it appears to the Court that Defendants have established a system which has enhanced entrepreneurial opportunities and the independence of the franchisees and that there are significant indicia of a bona fide independent contractor status.

PROCEDURE FOR OBTAINING APPROVAL OF CLASS SETTLEMENT

24. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement and to effectuate all aspects of this Settlement Agreement. Accordingly, for settlement purposes only, the Parties agree that the Settlement Class and its two sub-classes described above should be certified. This Settlement Agreement is contingent upon the approval and certification by the Court of

this Settlement Class. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of class certification for any purpose should the Court not approve the Settlement Agreement. In connection with the proposed certification of the Settlement, the Parties shall cooperate and present to the Court for its consideration competent evidence, as may be requested by the Court, under the applicable requirements and standards for class and sub-class certification. For purposes of effectuating this Settlement only, Defendants and Class Counsel agree that the proposed Settlement Class satisfies the requirements for class certification set forth in F.R.C.P. 23.

25. The Parties will also cooperate for Plaintiffs to obtain leave of court to file the Proposed Amended Complaint attached hereto as Exhibit D, in order to set forth the Settlement Class and sub-classes described above, to add new claims and class representatives, to add sub-class representatives, to add and/or amend representation for the Settlement Class and sub-classes, and to add additional defendants.

SETTLEMENT PAYMENTS, ATTORNEYS' FEES AND SERVICE AWARDS

26. Defendants agree to pay a total of Twelve Million Dollars ($12,000,000) for the Gross Settlement Fund plus up to $100,000 for Settlement Administrator Expenses. The Gross Settlement Fund will cover all payments to Settlement Class Members, payment of $7,500 for PAGA penalties to the LWDA, any Class Representative Service Awards not to exceed $100,000 in the aggregate, any Settlement Administrator Fees in excess of the $100,000, Class Counsel's court-approved attorneys' fees (of up to $4,000,000), and Class Counsel's court-approved reimbursement of litigation expenses.

27. Defendants shall fully fund the Gross Settlement Fund to the Settlement Administrator within ten (10) business days after the Court grants preliminary approval, by placing the funds into an interest-bearing account established by the Settlement Administrator, at a bank agreed to by both Class Counsel and Defendants. Interest on

these funds shall inure to the benefit of the Settlement Class and shall be included in the distribution process.

28. No settlement funds will revert to the Defendants as a result of individuals electing to opt-out of the Settlement. Within 21 days of preliminary approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed $4,000,000 and reimbursement of litigation expenses not to exceed $300,000. Defendants will not oppose such application. Fees and litigation expense reimbursements that will be paid from the Gross Settlement Fund directly to Class Counsel within ten (10) days of the Settlement Effective Date. Class Counsel will be issued an IRS Form 1099 for their award of attorneys' fees.

29. Subject to Court approval, in addition to any pro rata settlement share payment the Representative Plaintiffs receive as Settlement Class Members, each will individually receive a Class Representative Service Award from the Gross Settlement Fund for his services as Class Representative. The aggregate total of all such Enhancement Awards may not exceed the sum of One Hundred Thousand Dollars ($100,000). The Service Awards, as approved by the Court, will be distributed by the Settlement Administrator within ten (10) business days after final approval, and will include the issuance of an IRS Form 1099 in connection with each such payment.

CALCULATION AND DISTIRUBTION OF INDIVIDUAL SETTLEMENT SHARES

30. Each Settlement Class Member shall be entitled to receive a pro-rata portion of the Net Settlement Fund (his/her "Individual Settlement Share"), based on the number of weeks (or partial weeks) spent by each class member conducting business as a Primary and/or Secondary Operator during the Class Period.

31. Defendants do not maintain data based on "workhours," "workdays," "workweeks," or "workmonths" for franchisees or their associate operators. Therefore, conclusions about weeks "worked" will be determined by Plaintiffs from Defendants' available data Defendants shall submit to Class Counsel and the Settlement

Administrator, within ten (10) business days of execution of the preliminary approval order, their available data (largely consisting of spreadsheet providing Defendants' information on start and end dates of franchises), from which Class Counsel and the Settlement Administrator may approximate the number of weeks of operation by each Settlement Class Member during the Settlement Period. Additionally, Defendants' start and end date information regarding Secondary Operators is not as complete as the information respect to Primary Operators, as the information reported about Secondary Operators is dependent on when the Secondary Operators were provided an identification number. Defendants shall cooperate with Class Counsel and the Settlement Administrator to update the data, answer questions, and resolve discrepancies. Class Counsel will treat such any and all information provided by Defendants in compliance with this Settlement Agreement as strictly confidential and will not disclose or use this information in this proceeding or otherwise, except to facilitate the purposes of this Settlement Agreement.

32. The formula for calculating Individual Settlement Shares will be as follows: First, each Settlement Class Member that has filed a Consent-to-Joint Form prior to December 31, 2013, will receive an Opt In Settlement Share of $500 from the Net Settlement Fund in recognition of their additional participation in the Litigation in connection with the additional claims they have asserted under the federal Fair Labor Standards Act for minimum wage, overtime, and liquidated damages-- claims which present alternative theories of recovery and/or may have value in addition to the California minimum wage and overtime claims brought on behalf of the Class. Second, what remains of the Net Settlement Fund after payment of all Opt In Settlement Shares will be distributed by the number of weeks the Settlement Class Members operated during the Settlement Period. Weeks Operated by Primary Operator Subclass Members (POSM) and Secondary Operator Subclass Members (SOSM) shall be given different valuations based upon the differing values of the Released Claims. Every Settlement Class Member shall be entitled to recover an Individual Settlement Share that shall be

calculated based upon the following formula, using each individual Settlement Class Member's own total number of weeks operated as a Secondary Operator and Primary Operator:

$$\text{Net Settlement Fund} \times \left[\frac{\text{(POSM Operating Weeks) + (SOSM Operating Weeks x .65)}}{\text{(Operating Weeks for all POSMs) + (Operating weeks for all SOSMs x .65)}} \right]$$

33. Using the formula described above, the Settlement Administrator will, with assistance from Class Counsel, calculate the number of weeks operated by each member of the Settlement Class, the amount to be paid per operating week, and the Individual Settlement Share expected to be paid to each member of the Settlement Class.

34. Within ten (10) business days after final approval of the Settlement, the Settlement Administrator will distribute the Individual Settlement Shares. As to the Settlement Class Members-Formers, the Settlement Administrator will send the payments directly to the Settlement Class Member. For Settlement Class Members-Currents, the Settlement Administrator will deliver the Individual Settlement Shares to the respective City Licensee, and the City Licensee shall distribute those Shares to the Settlement Class Members.

35. a. Any settlement draft paid to any Settlement Class Member shall include a legend (on the draft or in an accompanying notice referenced in a legend) confirming that by accepting payment from this settlement they will be acknowledging that they are not employees of SuperShuttle Franchise Corporation, SuperShuttle International, Inc., or City Licensee, and that this acknowledgment will not be affected by any alteration, erasure or striking out of language on the settlement draft, or by failure to endorse or sign the settlement draft.

b. All settlement drafts (checks) issued to Settlement Class Members shall contain, on the back of the check, the following language, which shall be the opt-in consent required by the FLSA: "By negotiating this check, I consent to join the collective action in Kairy, et. al. v. SuperShuttle Intl, Inc., et al., elect to participate in the

Settlement, and agree to release all of my claims that are covered by the Settlement." Class Members must only cash one Settlement Award check to opt-in to the FLSA collective action. Negotiation shall constitute agreement to participate in the FLSA action for purposes of this Settlement. Any checks that are not cashed will be paid by the Settlement Administrator to proportionately to those who do opt-in. Declarations from the Settlement Administrator of proof of payment(s), and a list of all persons who have cashed a Settlement Award check, will be filed with the Court 120 calendar days after Settlement Award checks are issued. Such declarations shall be provided to Class Counsel and Defendant's Counsel.

36. Any alteration or striking of any endorsement or acknowledgement language provided in this Settlement Agreement shall be void, both per this Settlement Agreement and per the terms of California Civil Code 1526.

TERMINATION OF THE AGREEMENT PRIOR TO FINAL APPROVAL

37. Defendants shall have the right to withdraw from the Settlement if more than 20 of the Primary Operators or more than 20 of the Secondary Operators opt out of the Settlement. If Defendants elect to terminate the Settlement Agreement pursuant to this term, they shall bear the cost of all Settlement Administrator Expenses incurred to date. In such event, this Settlement Agreement shall not be effective and the Settlement Fund shall be returned to Defendants, including any interest.

38. If the Court does not grant final approval of the Settlement Agreement for any reason other than Defendants' election to terminate as described in the preceding paragraph, Defendants shall bear the cost of all Settlement Administrator Expenses incurred to date, except that the Parties shall equally bear the cost of any Settlement Administrator Expenses that exceed the $100,000 to be paid by Defendants. In such event, this Settlement Agreement shall not be effective and the Gross Settlement Fund shall be returned to Defendants, including any interest. However, Defendants shall retain the right to offset one half of any sums paid under this paragraph for Settlement

Administrator Expenses (up to a maximum of $50,000) ("the Offset Amount") against any judgment(s) obtained by any Plaintiff(s) or Class Member(s), in the same manner as if the Offset Amount had been entered as a joint and several judgment against the Plaintiffs and Class Members.

ALLOCATION AND TAX TREATMENT

39. The Parties agree that Plaintiffs' and Settling Class Members' individual settlement payments shall be treated as follows, through issuance of Form 1099s by the claims administrator: Fifty-five percent (55%) of each payment shall be paid by way of a 1099-MISC form, and forty-five percent (45%) shall be paid by way of a 1099-INT form, as interest.

40. All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under federal, state, or local law. Any tax obligation of the Settlement Class Members arising from the Settlement Payments, Class Representative' enhancement payments and/or Class Counsels' fees and costs made under the terms of this Agreement, will be the sole responsibility of each Settlement Class Member receiving such payment(s). Each Settlement Class Member is responsible to pay his or her portion of the taxes due on any payment he or she receives under this Settlement Agreement.

APPOINTMENT OF SETTLEMENT ADMINISTRATOR

41. Class Counsel will obtain bids from three settlement administration providers, from which the Parties will select the provider they believe to be both cost efficient and reliable. The Parties will seek court approval of the selected provider to serve as the Settlement Administrator.

42. The Settlement Administrator will perform the duties of distributing notice, receiving requests for exclusion and objections, and verifying and distributing any amounts due to Settling Class Members as described in this Settlement Agreement. The Settlement Administrator will report on the notice distribution process and responses to

the notice on a weekly basis from the mailing of notice through final approval. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement as set forth below.

NOTICE TO THE SETTLEMENT CLASS

43. Plaintiffs shall present the Class Notice Package (Exhibits B and C) to the Court for approval as part of the motion for preliminary approval.

44. Subject to Court approval of content, the Class Notice Package shall be sent to the members of the Settlement Class, by first class mail sent directly to their last known addresses, within ten (10) calendar days of the entry of an Order granting preliminary approval of this Settlement Agreement.

45. Defendants will provide to the Settlement Administrator and Class Counsel, a database, within ten (10) business days of issuance of an order granting preliminary approval, which will include the following: (1) the names and last known addresses for each member of the Settlement Class, and (2) data pertaining to the dates of service and number of workweeks that each member of the Settlement Class worked for Defendant during the Settlement Period as described in Paragraph 31, above.

46. The Settlement Administrator will use the United States Postal Service National Change of Address ("NCOA") List to verify the accuracy of all addresses before the initial mailing date to ensure that the Class Notice Package is sent to all Settlement Class Members at the addresses most likely to result in immediate receipt of the claim documents. It will be conclusively presumed that if an envelope so mailed has not been returned within fifteen (15) calendar days of the mailing that the Settlement Class Member received the Class Notice Package. With respect to any returned envelopes, the Settlement Administrator will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, then re-mail the envelope to such address within five (5) calendar days of the receipt of the returned envelope. Settlement Class

Members to whom Class Notice Packages were re-sent after having been returned undeliverable to the Settlement Administrator shall have the greater of the following to object or opt out of the settlement: (a) the remainder of the objection and opt-out period; or (b) fourteen (14) calendar days from the date of re-mailing. Class Notice Packages that are re-mailed shall be accompanied by a short cover letter from the Settlement Administrator informing the recipient of this adjusted deadline. No third mailing shall occur without good cause, as determined by the Settlement Administrator. Any Opt-Out notice received by the settlement administrator more than 49 days after the initial mailing of Class Notice shall be deemed to be untimely and invalid.

47. Class Counsel shall provide the Court along with the Final Approval Motion a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice Package and an accounting of who submitted valid, written opt out communications. Members of the Settlement Class will not be required to submit claim forms in order to participate in the settlement distribution or other applicable settlement benefits. However, as described elsewhere in this Settlement Agreement and in the Attachment and/or Exhibits hereto, those members of the Settlement Class who are currently operating pursuant to Unit Franchise Agreements which they (or a company in which they are a principal) have signed will be required to sign an Acknowledgment form to receive any payments from the Net Settlement Fund, and may be required to sign a new Unit Franchise Agreement ("UFA") (covering only the time remaining on their current UFA) in order to obtain certain benefits of the settlement resulting from the operational changes agreed upon as part of this Settlement, and detailed in the Operational Changes document attached hereto.

48. Members of the Settlement Class may opt-out of the Settlement by following the directions in the Settlement Class Notice. Any such request must be postmarked not more than twenty-one (28) calendar days after the date the Class Notice Package is mailed to the Settlement Class (or, in the event of re-mailing, within the time

periods described above). Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

49. Objections to the Settlement must be filed with the clerk of the court and served on Class Counsel and Defendants' Counsel no later than twenty-one (28) calendar days after the Class Notice Package is sent (or, in the event of re-mailing, within the time periods described above). Objections must describe the basis for objecting to the Settlement and identify any factual and/or legal argument in support of the objection. The objector must also indicate whether he/she intends to appear at the final approval hearing. The Parties shall have 10 calendar days (or some other number of days as the Court shall specify) before the Final Approval Hearing to file responses to any written objections submitted to the Court.

50. Upon completion of its calculation of payments, the Settlement Administrator will provide the Parties' Counsel with a report listing the amount of all payments to be made to each Settling Class Member.

51. Defendants will not retaliate against Settlement Class Members for any actions taken or not taken with respect to this Settlement. In response to any inquiry concerning Plaintiffs, Defendants will only provide a neutral statement regarding Plaintiff as to their dates of service and job title.

COMPUTATION OF SHARE FORM DISPUTE PROCESS

52. Each Settlement Class Member will also receive a Computation of Estimated Settlement Share Form, which will be substantially in the form found in Exhibit C hereto.

53. Settlement Class Members will be permitted to challenge the information set forth in the Computation of Estimated Share Form, but only as to the Settlement Class

Members' dates of operation as a driver in California during the Settlement Period. Any such challenge must be submitted in writing signed by the Class Member, and accompanied by supporting documents, if any exist. The challenge must be submitted to the Settlement Administrator, at the address provided on the Computation of Estimated Share Form, within twenty-one (21) calendar days of the date that the Class Notice Package was mailed to the Settlement Class Member (or, in the event of re-mailing, within the time periods described above). Untimely challenges shall be disregarded.

54. Absent an agreement between the Parties' Counsel regarding how to address the dispute, the Settlement Administrator shall have authority to resolve the challenge and make a final and binding determination without hearing or right of appeal. Defendants agree to provide the Settlement Administrator with additional documents necessary to assess the challenge. All disputes shall be resolved prior to submitting the Settlement Administrator's declaration to the Court for final approval of the Settlement.

55. Settlement checks issued to the Class Representatives and Settling Class Members shall remain valid only for one hundred and eighty (180) calendar days from the date of issuance. This expiration or cancellation date shall be clearly printed on the front of the check ("Void Date"). The amount of any settlement payment check(s) that are not tendered before the Void Date will be credited back to the Net Settlement Fund and distributed pro-rata, to those members of the Class who did cash their settlement drafts, according to the distribution formula provided herein. Any funds remaining in the Net Settlement Fund after this second distribution will be distributed to the Legal Aid Society- Employment Law Center, or another beneficiary approved by the Court should the Court not approve the Legal Aid Society- Employment Law Center. Settlement checks can be reissued to Settlement Class Members upon request within this 180-day period, but any reissued checks shall have the same Void Date as the original settlement check. Those Settlement Class Members who fail to cash their settlement checks will be deemed to have irrevocably waived any right in or claim to any share of the Net

Settlement Fund, but the Settlement Agreement shall remain binding upon them. Failure to cash a check shall not constitute an "opt out" of the settlement.

ACKNOWLEDGMENT FORM AND DISBURSEMENT OF PAYMENTS

56. Settlement Class Members-Currents who are Primary Operators shall be required to sign an Acknowledgement Form (Exhibit E) as a condition to receiving their Individual Settlement Share. The Class Notice will set forth the substantive language of Acknowledgement Form. The Acknowledgment Form itself shall be distributed after the Settlement Effective Date, as set forth below. Failure to sign the Acknowledgment Form and return it to the City Licensee within the time periods set forth in this Settlement Agreement shall result in forfeiture of that Settlement Class Member's Individual Settlement Share, and his/her settlement share shall revert to the Net Settlement Fund for distribution pro-rata among those Settlement Class Members-Currents who are Primary Operators and who did sign the Acknowledgement Form in a timely manner.

57. Within three (3) business days of the Settlement Effective Date, Defendants shall transmit electronically to the Settlement Administrator and Class Counsel a list of then current Primary Operators who are Settlement Class Members. The list will include the Primary Operators' personal names and last known contact information.

58. Within five (5) business days of receipt of the list of current Primary Operators, the Settlement Administrator will distribute an Acknowledgment Form Packet, which will include (1) a Notice to Current Primary Operators, which shall be jointly drafted by the parties to advise of the contents of the Acknowledgment Form Packet, (2) the Acknowledgment Form, and (3) a pre-paid return envelope addressed to the Settlement Administrator. The distribution of this Acknowledgment Form Packet will be effectuated by first class mail to all then current Primary Operators and it shall also be prominently displayed inside City Licensee facilities where franchisees come to process their weekly cash outs. The Notice to Current Primary Operators will explain the two options for returning the signed Acknowledgment Form and receiving the Individual

Settlement Shares: (1) they may come into the City Licensee's office to sign their Acknowledgement Form on any day within twenty-one (21) calendar days of the date of mailing of the Acknowledgment Form Packet and receive a check for their Individual Settlement Share at that time; or (2) they may mail the signed Acknowledgement Form to the Settlement Administrator so that it is postmarked within twenty-one (21) calendar days of the date of the mailing of the Acknowledgment Form Packet and in return the Settlement Administrator shall mail the Settling Class Member-Current his/her Individual Settlement Share check after the 21 day period, as explained below. The Acknowledgment Form Packet and Class Notice will also inform these Class Members that cashing the check, whether endorsed with a signature or not, will constitute an acceptance of the acknowledgment language and that any editing or deletion of the language will be regarded as invalid and will *not* make the acknowledgement unenforceable (see Paragraph 36, above).

59. Within three (3) business days of the Settlement Effective Date, the Settlement Administrator will deliver to Defendants the Individual Settlement Share payments for the Settlement Class Members-Currents who are then Primary Operators. The City Licensees will then distribute the payments to all those Primary Operators who turn in to a City Licensee a signed Acknowledgment Form.

60. Within 28 days of the mailing of the Acknowledgment Form Packet, Defendants shall submit by over-night or hand delivery: (1) a declaration to the Settlement Administrator and Class Counsel identifying the then-current Primary Operators that turned in a signed Acknowledgment Form and, in return, were given their Individual Settlement Share payment; (2) copies of the signed Acknowledgment Forms received from Primary Operators; and (3) all Individual Settlement Share payment drafts that were not distributed to the then current Primary Operators.

61. Within five (5) calendar days of receipt of Defendants' declaration and undisbursed Individual Settlement Share drafts referenced in the preceding paragraph, the

Settlement Administrator will mail the remaining Individual Settlement Share payments to those Primary Operators who returned signed Acknowledgment Forms by mail.

62. Within five (5) business days of the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Share Payments to all Settlement Class Members-Formers and all current Secondary Operators and the Class Representative Service Awards to the Named Plaintiffs. At that same time, the Settlement Administrator will also mail or otherwise disburse to Class Counsel the amounts awarded by the Court for attorneys' fees and litigation expense reimbursement.

RELEASES

63. Upon final approval of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, all Settlement Class Members fully release and discharge Defendants (as used in this paragraph and as applied to the definition of "Releasees" in this Settlement Agreement only, the term "Defendants" shall also include Veolia Transportation, Inc.) and Defendants' present and former parent companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, successors, affiliates (see Paragraph 19, above) and assigns ("Releasees"), from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were stated in the Amended Complaint attached hereto as Exhibit D, as well as wage and hour class claims that could have been brought based on the specific factual allegations contained in the Amended Complaint, including, but not limited to any claims for unpaid wages, unpaid commissions, unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period violations, "waiting time" penalties, and failure to reimburse business expenses, which arose between May 4, 2008, and the date of preliminary approval of this settlement, inclusive, and also including claims under the Private Attorneys' General Act ("PAGA"), as well as any other claims arising from allegations of

"misclassification" or "de facto" or "common law" employee status. As part of the resolution of the PAGA claims, $7,500 shall be paid to the LWDA. In consideration of the Class Representative Service Awards received, the Representative Plaintiffs (only) will be required to sign a mutual general release with a Civil Code Section 1542 waiver.

64. Plaintiffs agree that SSI will be dismissed as a Defendant, on or before thirty (30) calendar days after entry of the final approval, or, if an appeal from the final approval order is taken, thirty days after final resolution of the appeal such that the final approval order remains in force and effect. However, SSI will remain included in the definition of "Defendant" for purposes of Paragraph 63.

65. Upon final approval by the Court of this Settlement Agreement, and for and in consideration of the payment of the Class Representative's Service Award, each of the Class Representatives fully release and discharge Releasees from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees and costs, damages, penalties, prejudgment interest, actions or causes of action of whatever kind or nature arising out of or during their relationships with Defendants, including those matters described in Paragraph 63, above.

VOIDING THE SETTLEMENT AGREEMENT

66. If the Court does not approve any material condition of this Settlement Agreement or effects a fundamental change of the Parties' Settlement, with the exception of any changes to the Class Notice Package, the award of Class Counsels' fees/costs, and the granting of Class Representative Service Awards, then the entire Settlement Agreement will be voidable at the option of either Party hereto. Circumstances giving rise to this option include, but are not limited to, the Court sustaining any objection to the Settlement (in whole or in part) or if any objection is not overruled in its entirety, the Court ruling that the Settlement Agreement is (in whole or in part) ambiguous, or if discovery is ordered by the Court in connection with any objection to the Settlement

Agreement. To void this Settlement Agreement the Party must give notice in writing to all other Parties prior to issuance of a final approval order by the Court.

PARTIES' AUTHORITY

67. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the identified Parties to its terms and conditions.

MUTUAL FULL COOPERATION

68. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants' Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

Defendants understand that in the course of applying for settlement approval, Plaintiffs will be required to submit sufficient evidence to support the fairness of the proposed settlement terms. Defendants will assist and support Plaintiffs in providing such evidence and, if requested by Plaintiffs, will provide declaration(s) or other admissible evidence reflecting the size of the Settlement Class, and the number of weeks in which the Settlement Class Members are known to have operated SuperShuttle-branded vans during the Settlement Period, to the extent described in Paragraph 31, above.

a. In the event that any operational change agreed by the parties in Exhibit A, attached, is not approved by state or federal franchise regulators or is required to be modified by such regulators, the parties agree to accept reasonable modifications that do not substantially change the benefits to the Settlement Class as necessary to secure such

approval, and to work together to secure the benefits to the Settlement Class, as described therein, in another manner.

NOTICES

69. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs:
Aaron P. Kaufmann
David Pogrel
LEONARD CARDER, LLP
1330 Broadway, Suite 1450
Oakland, CA 94612

To Defendants:
Paul Marron
Steven C. Rice
MARRON LAWYERS
320 Golden Shore, Suite 410
Long Beach, CA 90802

CONSTRUCTION AND INTERPRETATION

70. As the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, such terms and conditions shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

71. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

72. This Settlement Agreement shall be subject to and governed by the substantive laws of the State of California.

73. Disputes over the construction or interpretation of the Settlement shall be decided by the District Court, unless otherwise agreed by the Parties. Upon Final Approval of the Settlement, the District Court shall retain jurisdiction to enforce the terms of and decide any disputes over the Settlement for a period of three (3) years.

MODIFICATION

74. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties.

COOPERATION RE PUBLICATION

75. The parties shall cooperate regarding publicity or disclosures of the Settlement Agreement; e.g., the press releases, web page postings and other information provided by both sides shall be disclosed in advance to the respective sides, and all releases of information, web page postings and advertisements shall consist only of mutually agreed statements.

INTEGRATION CLAUSE

76. This Settlement Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, with respect to such matters are extinguished. No rights hereunder may be waived or modified except in a writing signed by all Parties.

BINDING ON ASSIGNS

77. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

COUNTERPARTS

78. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all

Parties. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March __, 2014

By: Roosevelt F. Kairy
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March __, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: ~~March~~ April 3, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March 2, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: Wayne E. Dickson
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March 31, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: Larry Brown
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March __, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March __, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____ Date 4/6/14
Frederick Fernandez, Proposed Class Representative

By: _____
Yurik Zadov, Proposed Class Representative

IT IS SO AGREED,

CLASS REPRESENTATIVES:

DATED: March 31, 2014

By: _____
Roosevelt Kairy, Class Representative

By: _____
Harjinder Singhdietz aka Harjinder Dub, Class Representative

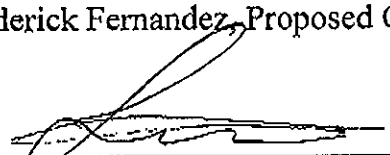
By: _____
Drake Osmun, Class Representative

By: _____
Wayne Dickson, Class Representative

By: _____
Larry Brown, Class Representative

By: _____
Munir Ahmed, Proposed Class Representative

By: _____
Frederick Fernandez, Proposed Class Representative

By: 
Yurik Zadov, Proposed Class Representative

Aaron P. Kaufmann, Esq.
Plaintiffs' Class Counsel for Primary Operators

Bryan Schwartz, Esq.
Plaintiffs' Class Counsel for Secondary Operators

Defendants' Representatives:
For SuperShuttle International, Inc.

By: _____

_____

For SuperShuttle Franchise Corporation

By: _____

_____

_____
Paul Marron, Esq.
Defendants' Counsel

Aaron P. Kaufmann, Esq.
Plaintiffs' Class Counsel for Primary Operators

Bryan Schwartz, Esq.
Plaintiffs' Class Counsel for Secondary Operators

Defendants' Representatives:
For SuperShuttle International, Inc.

By: _____
R. Brian Wier
President + CEO

For SuperShuttle Franchise Corporation

By: _____
R. Brian Wier
President + CEO

Paul Marron, Esq.
Defendants' Counsel

For City Licensees:

For Cloud 9 Shuttle, Inc.

By: _____
MIKE FORBUSH

For SuperShuttle of San Francisco, Inc.

By: _____
_____

For SuperShuttle Los Angeles, Inc. for itself and as successor in interest for Mini-Bus Systems, Inc.

By: _____
_____

For Sacramento Transportation Services, Inc.

By: _____
_____

For City Licensees:

For Cloud 9 Shuttle, Inc.

By: _____

_____

For SuperShuttle of San Francisco, Inc.

By: _____

JOHN R. CROWE

For SuperShuttle Los Angeles, Inc. for itself and as successor in interest for Mini-Bus Systems, Inc.

By: _____

_____

For Sacramento Transportation Services, Inc.

By: _____

_____

For City Licensee:

For Cloud 9 Shuttle, Inc.

By: _____

_____

For SuperShuttle of San Francisco, Inc.

By: _____

_____

For SuperShuttle Los Angeles, Inc. for itself and as successor in interest for Mini-Bus Systems, Inc.

By: _____
G.M.

For Sacramento Transportation Services, Inc.

By: _____

_____

For City Licensees:

For Cloud 9 Shuttle, Inc.

By: _____

_____

For SuperShuttle of San Francisco, Inc.

By: _____

_____

For SuperShuttle Los Angeles, Inc. for itself and as successor in interest for Mini-Bus Systems, Inc.

By: _____

_____

For Sacramento Transportation Services, Inc.

By: _____

_____