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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO/OAKLAND DIVISION

ROOSEVELT KAIRY, LARRY BROWN,
WAYNE DICKSON, DRAKE OSMUN,
HARJINDER SINGHDIETZ, on behalf of
themselves, all others similarly situated,

Plaintiffs,

v.

SUPERSHUTTLE INTERNATIONAL,
INC. and SUPERSHUTTLE FRANCHISE
CORPORATION, d.b.a.
SUPERSHUTTLE, and DOES 1 through
20, inclusive,

Defendants.

Case No. 3:08-CV-02993 JSW

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND COLLECTIVE ACTION
SETTLEMENT AS MODIFIED**

1 This matter comes to be heard on the unopposed motion of Plaintiffs Roosevelt Kairy,
2 Harjinder Singhdietz (aka Harjinder Dubb), Drake Osmun, Wayne Dickson, and Larry Brown,
3 and proposed plaintiffs Munir Ahmed, Frederick Fernandez and Yurik Zadov, for an order
4 certifying the proposed Settlement Class, preliminarily approving the Settlement Agreement,
5 approving the form and manner of Class Notice pursuant to Fed. R. Civ. P. 23(e) and ordering
6 that notice be sent to the Class, appointing Class counsel, and scheduling a Fairness Hearing for
7 consideration of final approval of the Settlement. Terms that are defined the Settlement
8 Agreement shall have the same meaning in this Order.

9 The Court has reviewed Plaintiffs' motion, the proposed Settlement, the written
10 submissions in support of preliminary approval of the Settlement, and the pleadings and filings
11 in this action, and has held a hearing on Plaintiffs' motion. The Court hereby GRANTS
12 Plaintiffs' motion in its entirety. In particular, the Court now FINDS, CONCLUDES, and
13 ORDERS as follows:

14 The Court finds and concludes that the proposed Settlement Class satisfies all of the
15 requirements for certification under Rule 23(a) and (b)(3):

16 The Class satisfies all the requirements of Rule 23(a). The Class is sufficiently numerous
17 (approximately 3,230 people) that joinder is impracticable, and thus it satisfies the requirement
18 of Rule 23(a)(1). The Class also satisfies the commonality requirement of Rule 23(a)(2), as the
19 allegations against Defendants arise from the SuperShuttle's control system for Drivers. The
20 claims of the Named Plaintiffs are typical of those of the Class Members, as all Drivers were
21 classified as non-employees of SuperShuttle, so the requirement of Rule 23(a)(3) is satisfied.
22 Finally, the Named Plaintiffs are adequate Class Representatives as required by Rule 23(a)(4), as
23 the Court finds that they will fairly and adequately protect the interests of the Class, and
24 Plaintiffs' Counsel meet the requirements of Rule 23(g).

25 The Class satisfies the requirements for certification under Rule 23(b)(3) because
26 common questions "predominate over any questions affecting only individual members," and
27 class resolution is "superior to other available methods for the fair and efficient adjudication of
28 the controversy." Here, common issues predominate because all of Plaintiffs' state-law claims

1 turn on a common liability issue suited to class-wide adjudication: whether the Settlement Class
2 Members are employees of SuperShuttle under California law based on the controls Defendants
3 exercise under the terms of standardized franchise agreements and manuals applicable to all
4 Drivers. In addition, the alternative to a single class action -- numerous individual actions --
5 would be inefficient and unfair.

6 Therefore, the Court conditionally certifies the for settlement purposes the following
7 Settlement Class composed of two sub-classes pursuant to Federal Rule of Civil Procedure 23(a)
8 and (b)(3):

9 1) the Primary Operators Sub-Class (all individuals who have had a franchise or owner-
10 operator agreement with Cloud 9 Shuttle, Inc., SuperShuttle of San Francisco, Inc., Mini-
11 Bus Systems, Inc., SuperShuttle Los Angeles, Inc., or Sacramento Transportation
12 Services, Inc. between May 8, 2004 through the date the Court grants preliminary
13 approval of this proposed settlement; and 2) Secondary Operators Sub-Class (all
14 individuals who have operated a SuperShuttle-branded van under arrangements made
15 with one or more Primary Operators at any time between May 8, 2004 through the date
16 the Court grants preliminary approval of this proposed settlement).

17 The Court appoints Plaintiffs Roosevelt Kairy, Harjinder Singhdietz (aka Harjinder
18 Dubb), Drake Osmun, Wayne Dickson and Larry Brown, and proposed Plaintiffs Munir Ahmed,
19 Frederick Fernandez and Yurik Zadov as Class Representatives. Plaintiffs Roosevelt Kairy,
20 Harjinder Singhdietz (aka Harjinder Dubb), Drake Osmun, Wayne Dickson, Munir Ahmed and
21 Larry Brown are Class Representatives for the Primary Operators Sub-Class. Proposed Plaintiffs
22 Frederick Fernandez and Yurik Zadov are Class Representatives for the Secondary Operators
23 Sub-Class.

24 The Court finds that the firms Leonard Carder, LLP; Rukin Hyland Doria & Tindall LLP;
25 Lewis, Feinberg, Lee, Renaker & Jackson, P.C. ("LFLRJ"); and Bryan Schwartz Law have
26 extensive experience in employment class actions, are knowledgeable in the applicable law, and
27 have committed significant resources to representing the Class. The Court therefore appoints
28 these firms Class Counsel. Leonard Carder, LLP; Rukin Hyland Doria & Tindall LLP; and
Lewis, Feinberg, Lee, Renaker & Jackson, P.C. ("LFLRJ") are Class Counsel for the Primary
Operators Sub-Class. Bryan Schwartz Law is Class Counsel for the Secondary Operators Sub-

1 Class.

2 The Court preliminarily approves the Settlement, as it is well within the range of
3 reasonableness of a settlement that ultimately could be given final approval by the Court. The
4 Settlement is the result of extensive, arm's-length negotiations among the parties after Class
5 Counsel investigated the Class's claims and became familiar with the strengths and weaknesses
6 of the case.

7 The Court also preliminarily approves the proposed Settlement's Plan of Allocation, as
8 set forth at pp. 10 – 12 of the Settlement Agreement, which provides a formula for calculating
9 the pro rata share of the Settlement for each member of the two Sub-Classes.

10 The Court has reviewed the proposed form of Notice to the Class and finds that it fairly
11 and adequately: (i) describes generally the terms and binding effect of the Settlement and this
12 Settlement Agreement and explains the Plan of Allocation, (ii) gives notice of the time and place
13 of the Final Approval and Fairness Hearing, (iii) describes how an Objection may be made to
14 entry of the Final Approval Order and the deadline for the filing of such Objection, (iv) describes
15 how to opt out of the settlement; (v) describes how Class Counsel will apply to the District Court
16 for an award of attorneys' fees and costs and the deadline for the filing of such application, and
17 (vi) describes how the Named Plaintiffs will apply to the Court for Class Representative Service
18 Awards, and the deadline for filing of such application. The Court further finds that service of
19 the Class Notice via first class mail, postage prepaid, is the best practicable method of
20 transmitting the Class Notice.

21 It is further ORDERED that KCC shall be the Settlement Administrator, and the
22 Settlement Administrator shall mail the Class Notice to all Class Members by first-class mail,
23 postage prepaid not later than ten (10) calendar days after entry of this Order.

24 It is further ORDERED the Fairness Hearing and consideration of final approval of the
25 Settlement shall be on Sept. 5, 2014, at 9:00 a.m.

26 It is further ORDERED that on July 7, 2014, Class Counsel shall file a motion
27 seeking attorneys' fees, costs, and class representative service awards.

28 It is further ORDERED that Class Counsel shall file the Third Amended Complaint not

1 later than three (3) calendar days after entry of this Order;

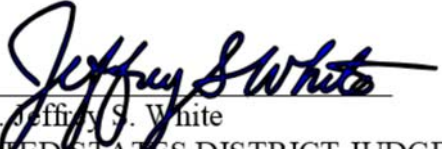
2 It is further ORDERED that on ~~May 21~~, 2014, Class Counsel shall file a motion seeking
3 final approval of the Settlement and a judgment dismissing this case with prejudice. Class
4 Counsel's Memorandum of Points and Authorities shall be not more than twenty-five (25) pages.

5 It is further ORDERED that any Class Member may opt-out of the Settlement by
6 following the directions in the Class Notice. Any such request must bear a postmark that is no
7 later than ~~twenty-eight (28)~~ ^{forty-five (45)} days after the date the Class Notice Packages is mailed to the
8 Settlement Class (or, in the event of re-mailing, within the greater of (a) the remainder of the
9 objection and opt-out period; or (b) fourteen (14) calendar days from the date of re-mailing).

10 It is further ORDERED that prior to the Fairness Hearing any Class Member who wishes
11 to object to this Settlement or otherwise to be heard concerning this Settlement shall timely
12 inform the District Court in writing of his or her intent to object to this Settlement and/or to
13 appear at the Final Approval and Fairness Hearing by following the procedures set forth in the
14 Class Notice ("Objection"). To be considered timely, the Objection must bear a postmark that is
15 no later than ~~twenty-eight (28)~~ ^{forty-five (45)} days after the date the Class Notice Packages is mailed to the
16 Settlement Class (or, in the event of re-mailing, within the greater of (a) the remainder of the
17 objection and opt-out period; or (b) fourteen (14) calendar days from the date of re-mailing). The
18 Objection must set forth any and all objections to this Settlement and include any supporting
19 papers and arguments. The Parties shall have ten (10) calendar days before the Final Approval
20 Hearing to file responses to any written objections submitted to the Court.

21
22 **IT IS SO ORDERED.**

23 DATE: June 12, 2014



Hon. Jeffrey S. White
UNITED STATES DISTRICT JUDGE