

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SHANNON LISS-RIORDAN, SBN 310719
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
Telephone: 617.994.5800
Fax No.: 617.994.5801

Attorneys for Plaintiffs Robina Contreras
and Gabriel Ets-Hokin

K. KAYVAN IRADJANAH, Bar No. 267548
LITTLER MENDELSON, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Telephone: 213.443.4300
Fax No.: 213.443.4299

FILED
Superior Court of California
County of Los Angeles
12/15/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: J. Clavero Deputy

ASHLEY J. BRICK, Bar No. 281657
LITTLER MENDELSON, P.C.
2049 Century Park East, Suite 500
Los Angeles, CA 90067
Telephone: 310.553.0308
Fax No.: 310.553.5583

Attorneys for Defendant
Zūm Services, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROBINA CONTRERAS, GABRIEL ETS-
HOKIN

Plaintiffs,

v.

ZŪM SERVICES, INC.,

Defendant.

Case No. 19STCV43062

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Plaintiffs have filed a Motion for Preliminary Approval of a PAGA and class action
2 settlement reached with Defendant Zūm Services, Inc. The Court has carefully considered the
3 Settlement Agreement together with all exhibits thereto, all the filings related to the Settlement, the
4 arguments of counsel, and the record in this case. The Court hereby gives its preliminary approval
5 of the Settlement; finds that the Settlement and Settlement Agreement are sufficiently fair,
6 reasonable and adequate to allow dissemination of Notice of Class Action Settlement to the
7 Settlement Class and to hold a Fairness Hearing; orders the Class Notice be sent to the Settlement
8 Class in accordance with the Settlement Agreement and this Order; and schedules a Fairness
9 Hearing to determine whether the proposed Settlement Agreement is fair, adequate and reasonable.

10 **IT IS HEREBY ORDERED THAT:**

11 1. As used in this Order, the term “Settlement Agreement” refers to the PAGA and
12 Class Action Settlement Agreement and Release filed with the Plaintiffs’ Motion for Preliminary
13 Approval on November 18, 2021. The Settlement Agreement is hereby incorporated by reference
14 in this Order, and all terms or phrases used in this Order shall have the same meaning as in the
15 Settlement Agreement.

16 2. The Court finds that the terms of the Settlement Agreement preliminarily appear to
17 be fair, reasonable, and adequate, and within the range of possible approval and sufficient to warrant
18 providing notice to the Settlement Class, when balanced against the probable outcome of further
19 litigation, given the risks relating to liability and damages. It further appears that investigation and
20 research has been conducted such that counsel for the Parties are reasonably able to evaluate their
21 respective positions. It further appears to the Court that the Settlement will avoid substantial
22 additional costs by all Parties, as well as the delay and risks that would be presented by the further
23 prosecution of the Action, and that it will provide substantial benefits to Class Members going
24 forward. It appears that the Settlement has been reached as a result of intensive, arm’s-length
25 negotiations utilizing an experienced third-party neutral mediator.

26 3. The Court certifies, for settlement purposes only, the following Settlement Class: all
27 drivers who applied to Zūm and were paid by Zūm for completing one or more rides booked directly
28

1 through Zūm’s online platform or mobile application, within the State of California at any time
2 during the period November 27, 2015 to the date on which the Court enters this Order of
3 Preliminary Approval or December 31, 2021, whichever occurs first.

4 4. The Court appoints as class representatives, for settlement purposes only, Robina
5 Contreras and Gabriel Ets-Hokin. The Court finds, for settlement purposes only, that these Named
6 Plaintiffs will adequately represent the Settlement Class.

7 5. For settlement purposes only, the Court designates as Class Counsel the law firm of
8 Lichten & Liss-Riordan, P.C. The Court preliminarily finds that, based on the work Class Counsel
9 have done identifying, investigating, and prosecuting the claims in this action; Class Counsel’s
10 experience in handling class actions and claims of this type asserted in this Action; Class Counsel’s
11 knowledge of the applicable law; and the resources Class Counsel have and will commit to
12 representing the Settlement Class, that Class Counsel have represented and will represent the
13 interests of the Settlement Class fairly and adequately.

14 6. The Court appoints Simpluris as Settlement Administrator. Simpluris shall
15 administer the Settlement Fund in accordance with the terms and conditions of this Order and the
16 Settlement Agreement.

17 7. The Court hereby conditionally certifies the proposed Settlement Class and
18 conditionally finds that, solely for the purposes of approving this Settlement Agreement and for no
19 other purpose and with no other effect on this litigation, the proposed Settlement Class meets the
20 requirement for certification under section 382 of the California Code of Civil Procedure including
21 that: (a) the proposed Settlement Class is ascertainable and so numerous that joinder of all members
22 is impracticable; (b) there are predominant questions of law or fact common to the Settlement Class,
23 and there is a well-defined community of interest amongst the Settlement Class with respect to the
24 subject matter of the litigation; (c) the claims of the Named Plaintiffs are typical of the claims of
25 the members of the Settlement Class; (d) the Named Plaintiffs will fairly and adequately protect
26 the interests of the members of the Settlement Class; (e) a class action is superior to other available
27 methods for an efficient method of adjudication of this controversy through settlement; and (f)
28

1 Class Counsel is qualified to act as counsel for the Named Plaintiffs in their individual and
2 representative capacities.

3 8. The Court hereby approves, as to form and content, the Notice of Class Action
4 Settlement attached as Exhibit 1 to the Settlement Agreement. The Court finds that the distribution
5 of the Notice of Class Action Settlement in accordance with the Settlement Agreement meets the
6 requirements of due process and are the best notice practicable under the circumstances and shall
7 constitute due and sufficient notice to all persons entitled thereto.

8 9. The Court approves the procedures set forth in the Settlement Agreement and the
9 Notice of Settlement of Class Action for exclusions from and objections to the Settlement.

10 10. Any Settlement Class Member who wishes to opt out from the Settlement
11 Agreement must do so within 60 days of the Notice Date and in accordance with the terms of the
12 Agreement.

13 11. Any Settlement Class Member who wishes to object to the Settlement Agreement
14 may submit a written objection to the Settlement Administrator within 60 days of the Notice Date
15 and in accordance with the terms of the Settlement Agreement.

16 12. Any Settlement Class Member who wishes to receive payment from the Settlement
17 must submit a Claim Form to the Settlement Administrator within 60 days of the Notice Date and
18 in accordance with the terms of the Settlement Agreement.

19 13. Reasonable attempts will be made to update the address of any Class Member whose
20 notice is returned as undeliverable as set forth in the Settlement Agreement.

21 14. Plaintiffs shall file a Motion for Attorney's Fees, Costs, & Service Awards no later
22 than 30 days before the expiration of the time to opt out, object or submit a claim in the Settlement
23 and a copy of said Motion shall be posted on the settlement website.

24 15. The Court directs that a hearing be scheduled for March ____, 2022, at 9:30 am (the
25 "Fairness Hearing") to assist the Court in determining whether the Settlement is fair, reasonable
26 and adequate; whether Final Judgment should be entered in this Action; whether Class Counsel's
27 application for fees and expenses should be approved; and whether Class Counsel's request for
28

1 enhancement payments to the Named Plaintiffs should be approved. Plaintiffs shall file a Motion
2 for Final Approval of Class Action Settlement no later than 10 court days before the hearing.

3 16. The Court hereby preliminarily approves the plan of allocation of the Settlement
4 Fund as described in the Settlement.

5 17. Neither the Settlement, nor any exhibit, document or instrument delivered
6 thereunder shall be construed as or deemed to be evidence of an admission or concession by Zūm
7 of an interpretation of, any liability or wrongdoing by Zūm, or of the truth of any allegations
8 asserted by Plaintiffs, Settlement Class Members or any other person.

9 18. If the Settlement is not finally approved, or the Effective Date (as defined in the
10 Settlement Agreement) does not occur, or the Settlement Agreement is terminated under its terms,
11 or the Settlement Agreement is overturned or modified by the Court or on appeal, then: (a) the
12 Settlement Agreement shall be without force and effect upon the rights of the Parties hereto, and
13 none of its terms shall be effective or enforceable; (b) the Parties shall be deemed to have reverted
14 nunc pro tunc to their respective status as of the day immediately before the Parties entered into the
15 Settlement Agreement, with the Parties to meet and confer regarding any discovery or case
16 management deadlines that were pending at the time the Parties stayed litigation, arbitration, or
17 other proceedings; (c) Zūm shall be refunded any amounts paid pursuant to this Settlement
18 Agreement but not yet spent or disbursed; (d) all Orders entered in connection with the Settlement
19 Agreement, including the certification of the Settlement Class, shall be vacated without prejudice
20 to any Party's position on the issue of class certification, or any other issue, in this Action or any
21 other action, and the Parties shall be restored to their litigation positions existing on the date of
22 execution of Settlement Agreement; and (e) the Parties shall proceed in all respects as if the
23 Settlement Agreement and related documentation and orders had not been executed, and without
24 prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement
25 Agreement. In such an event, this Court's orders regarding the Settlement, including this
26 Preliminary Approval Order, shall not be used or referred to in litigation, arbitration, or other
27 proceedings for any purpose. Nothing in the foregoing paragraph is intended to alter the terms of
28

1 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not
2 approved.

3 19. The Court directs that the following deadlines are established by this Preliminary
4 Approval Order:

- 5 a. Notice to be Provided to Class Members: within thirty (30) days of this
6 Preliminary Approval Order.
7
8 b. Opt-Out Deadline: sixty (60) days after the Notice Date.
9
10 c. Written Objection Deadline: sixty (60) days after the Notice Date.
11
12 d. Claim Deadline: sixty (60) days after the Notice Date.
13
14 e. Fairness Hearing: March 25, 2022, at ^{9:00 a.m.}~~9:30 a.m.~~ in Dept. 51

15 **IT IS SO ORDERED.**

16 Date: 12/15/2021



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

17 Lawrence P. Riff / Judge

18 SUPERIOR COURT JUDGE