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

26 ROBINA CONTRERAS, GABRIEL ETS-
27 HOKIN

28 Plaintiffs,

v.
ZŪM SERVICES, INC.,

Defendant.

Case No. 19STCV43062

**PAGA AND CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

19 This PAGA and Class Action Settlement Agreement and Release, including Exhibits 1
20 through 3 hereto (“Settlement Agreement” or “Agreement”), is made and entered into by, between
21 Plaintiffs Robina Contreras and Gabriel Ets-Hokin (“Plaintiffs”) on behalf of themselves and the
22 Settlement Class and the State of California as defined below, on the one hand, and Defendant Zūm
23 Services, Inc., (Zūm) on the other hand (“Defendant”). Plaintiffs and Defendant (collectively, the
24 “Parties”) enter into this Agreement to effect a full and final settlement and preclusive judgment
25 resolving all claims brought or that could have been brought against Zūm in the above-captioned case,
26 including as amended pursuant to this Agreement (the “Action”), and all claims based on or reasonably
27 related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and
28 settle the Settlement Class Members’ Released Claims, as defined and on the terms set forth below,

1 and to the full extent reflected herein, subject to the approval of the Court.

2 **I. RECITALS**

3 This Agreement is made in consideration of the following facts:

4 1.1 WHEREAS, on November 27, 2019, Robina Contreras filed a Private Attorneys General
5 Act, California Labor Code § 2698, *et seq.* (“PAGA”) representative action complaint in Los Angeles
6 Superior Court (Case No. 19STCV43062) asserting various Labor Code violations against Zūm arising
7 from Zūm’s alleged misclassification of its drivers in California as independent contractors on behalf
8 of the State of California Labor and Workforce Development Agency (“LWDA”);

9 1.2 WHEREAS, Plaintiff Robina Contreras amended her Complaint on March 23, 2020, and
10 Plaintiff Gabriel Ets-Hokin joined the case as a second PAGA representative;

11 1.3 Plaintiffs allege generally that Zūm improperly classified them and all putative
12 Settlement Class Members as independent contractors rather than employees, and assert derivative
13 claims related thereto;

14 1.4 WHEREAS, Zūm denies the allegations in the Action; maintains each and any driver’s
15 claims must be individually arbitrated pursuant to Zūm’s Terms of Service Agreement; denies that it
16 has engaged in any wrongdoing; denies that any Settlement Class Member was ever an employee of
17 Zūm; denies that Plaintiffs’ allegations state valid claims; denies that a litigation class could properly
18 be certified in the Action; denies that Plaintiffs’ claims could properly be maintained as a
19 representative action; and states that it is entering into this Settlement Agreement solely to eliminate
20 the burden, expense, and delay of further litigation;

21 1.5 WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties
22 are due from Defendant to any putative Settlement Class Member or to the LWDA;

23 1.6 WHEREAS, in preparation for mediation, the Parties engaged in informal discovery,
24 exchanging information and reviewing and analyzing extensive data made available by Zūm, which
25 enabled Plaintiffs and the mediator to thoroughly evaluate Plaintiffs’ claims and the claims of the
26 putative class, and the likely outcomes, risks, and expense of pursuing litigation;

1 1.7 WHEREAS, the Parties attended an in-person mediation session on August 25, 2021,
2 with professional mediator D. Charles Stohler;

3 1.8 WHEREAS, as a result of the mediation, Plaintiffs' Counsel believe that the Settlement
4 provides a favorable recovery for the Settlement Class, based on the claims asserted, the evidence
5 developed, and the damages that might be proven against Zūm in the Action. Plaintiffs' Counsel
6 further recognizes and acknowledges the expense and length of continued proceedings necessary to
7 prosecute the action against Zūm through trial and appeals. Counsel has also considered the uncertain
8 outcome and the risk of any litigation, as well as the difficulties and delays inherent in any such
9 litigation;

10 1.9 WHEREAS, on or about September 14, 2021, Plaintiffs sent a second amended letter to
11 the California Labor Workforce Development Agency adding claims for penalties for violation of the
12 Private Attorneys' General Act for (1) Failure to Provide Meal Breaks (Cal. Labor Code §§ 226.7 and
13 512); (2) Failure to Provide Rest Breaks (Cal. Labor Code §§ 226.7 and 512); (3) Failure to Timely
14 Pay Wages Upon Termination (Cal. Labor Code §§ 201-203); (4) Failure to Provide Complete and
15 Accurate Wage Statements (Cal. Labor Code § 226); and (5) Failure to Timely Pay Wages During
16 Employment (Cal. Labor Code §§ 204 and 210) during the PAGA Period;

17 1.10 WHEREAS, as part of the Settlement, the Parties stipulated to Plaintiffs' filing a Second
18 Amended Complaint following Plaintiffs' second amended letter to the LWDA. The Second
19 Amended Complaint will add claims on behalf of the Settlement Class (defined below) for (1) Failure
20 to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1197 and IWC Wage Order No. 9-2001 at § 4);
21 (2) Failure to Pay Overtime (Cal. Labor Code §§ 510, 554, 1194, and 1198); (3) Willfully
22 Misclassifying Drivers as Independent Contractors (Cal. Labor Code § 226.8); (4) Requiring Drivers
23 to Sign Illegal Contracts (Cal. Labor Code § 432.5); (5) Failure to Reimburse Necessary Business
24 Expenses (Cal. Labor Code § 2802); (6) Failure to Provide Meal Breaks (Cal. Labor Code §§ 226.7
25 and 512 and Wage Order 9-2001, §11); (7) Failure to Provide Rest Breaks (Cal. Labor Code §§ 226.7
26 and 512 and Wage Order 9-2001); (8) Failure to Timely Pay Wages Upon Termination (Cal. Labor
27 Code §§ 201-203); (9) Failure to Provide Complete and Accurate Wage Statements (Cal. Labor Code
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1 § 226); (10) Failure to Timely Pay Wages During Employment (Cal. Labor Code §§ 204 and 210) and
2 (11) Unfair Competition in Violation of California Business & Professions Code §17200, *et seq.*,
3 during the Class Period (as defined below) and will add claims on behalf of PAGA Members (as
4 defined below) for penalties for violation of the Private Attorneys' General Act and IWC Wage Order
5 9-2001 for (1) Failure to Provide Meal Breaks (Cal. Labor Code §§ 226.7 and 512); (2) Failure to
6 Provide Rest Breaks (Cal. Labor Code §§ 226.7 and 512); (3) Failure to Timely Pay Wages Upon
7 Termination (Cal. Labor Code §§ 201-203); (4) Failure to Provide Complete and Accurate Wage
8 Statements (Cal. Labor Code § 226); and (5) Failure to Timely Pay Wages During Employment (Cal.
9 Labor Code §§ 204 and 210) during the PAGA Period (as defined below). Following Plaintiffs' filing
10 of the Second Amended Complaint, Defendant will file an answer to the Second Amended Complaint
11 within the time frame allowed in the Code of Civil Procedure.

12 1.11 WHEREAS, for settlement purposes only, Zūm will stipulate to the certification of class
13 claims that are subject to the certification requirements of California Code of Civil Procedure Section
14 382. Zūm disputes that certification is proper for the purposes of litigating the class claims proposed
15 or in flowing from the claims asserting in this action. Zūm expressly reserves the right to oppose
16 certification of any purported class should the Settlement fail to become final and effective;

17 1.12 WHEREAS, the Parties desire to compromise and settle all issues and claims that have
18 been, could have been, or should have been brought against Zūm or related persons in this Action,
19 including but not limited to, those claims alleged in the Complaint, First Amended Complaint, Second
20 Amended Complaint;

21 1.13 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
22 AGREED, by the Plaintiffs for themselves and on behalf of the Settlement Class, and by Zūm that,
23 subject to the approval of the Court, this action shall be settled, compromised, and judgment shall be
24 entered with prejudice, and the Settlement Class Members' Released Claims shall be finally and fully
25 compromised and settled as to the Released Parties, in the manner and upon the terms and conditions
26 hereafter set forth in this agreement.

1 **II. DEFINITIONS**

2 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
3 meanings set forth below:

4 2.1 “Settlement Class” means all drivers who applied to Zūm and were paid by Zūm for
5 completing one or more rides booked directly through Zūm’s online platform or mobile application,
6 within the State of California at any time during the Class Period;

7 2.2 “Claim Form” means the document included in the Class Notice which the Settlement
8 Class Members must complete and timely return to receive settlement payments.

9 2.3 “Class Counsel” means Lichten & Liss-Riordan, P.C.

10 2.4 “Class Counsel Award” means (i) the attorneys’ fees for Class Counsel’s litigation and
11 resolution of the action, as awarded by the court, which may not exceed one-third of \$1,900,000 and
12 (ii) all expenses and costs incurred by Class Counsel in litigation and resolution of the Action, as
13 awarded by the court.

14 2.5 “Class Notice” means the notice of class action settlement to be provided to Settlement
15 Class Members, without material variation from **Exhibit 1**. The Class Notice provides the Settlement
16 Class an opportunity to opt-out of the Class Action Agreement outlined herein.

17 2.6 “Court” means the Los Angeles Superior Court.

18 2.7 “Effective Date” means seven (7) days after which both of the following events have
19 occurred: (i) the Court’s Final Approval order has been entered and (ii) the Court’s Final Approval
20 order and Judgment have become Final.

21 2.8 “Exclusion/Written Objection Deadline” means that the final date by which a Settlement
22 Class Member may (i) object to any aspect of the Settlement, or (ii) request to be excluded from the
23 Settlement. The Exclusion/Written Objection Deadline shall be sixty (60) days after the Notice Date,
24 defined below as the date of the initial distribution of the Class Notice to Settlement Class Members
25 by electronic mail. The Exclusion/Written Objection Deadline shall be specifically identified and set
26 forth in the Preliminary Approval Order and the Class Notice.

1 2.9 “Final” when referring to a judgment or order, means that (i) the judgment is a final,
2 appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on
3 which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the
4 judgment having been commenced, such appeal or other review is finally concluded and no longer is
5 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for
6 re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has
7 been finally resolved in such manner that affirms the judgment order in its entirety.

8 2.10 “Final Approval” means the Court’s entry of a Final Approval order finally approving
9 this Settlement.

10 2.11 “Final Approval Hearing” means the hearing at or after which the Court will make a final
11 decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, finally approved
12 by the Court.

13 2.12 “Judgment” means the judgment to be entered in the Action on Final Approval of this
14 Settlement.

15 2.13 “Legally Authorized Representatives” means an administrator/administratrix, personal
16 representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian,
17 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally
18 appointed person responsible for handling the business affairs of a Settlement Class Member.

19 2.14 “Named Plaintiffs’ General Released Claims” means any and all past, present, and future
20 claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or
21 liabilities, of any nature and description whatsoever, known or unknown, contingent or accrued,
22 existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of
23 recovery (including but not limited to those based in contract or tort, common law or equity, federal,
24 state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential,
25 punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or
26 disbursements), against the Released Parties (as defined below), including unknown claims covered
27 by California Civil Code section 1542, by the Plaintiffs, arising during the period beginning November
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1 27, 2015 to the date on which the Court enters the order of Preliminary Approval of this Settlement or
2 December 31, 2021, whichever occurs first, for any type of relief that can be released as a matter of
3 law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
4 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation
5 costs, restitution, or equitable relief with the exception of any claims which cannot be released as a
6 matter of law. Plaintiffs Robina Contreras and Gabriel Ets-Hokin will generally release all known and
7 unknown claims against Zūm and waive the application of section 1542 of the California Civil Code.
8 The claims released pursuant to this paragraph include but are not limited to the Settlement Class
9 Members' Released Claims, as well as any other claims under any provision of the FLSA, the
10 California Labor Code (including sections 132a, 4553 *et seq.*) or any applicable California Industrial
11 Welfare Commission Wage Orders, and claims under state or federal discrimination statutes,
12 including, without limitation, the California Fair Employment and Housing Act, California
13 Government Code section 12940 *et seq.*; the California Business and Professions Code sections 17200
14 *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51 *et seq.*; the California Constitution;
15 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities
16 Act, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, as amended; the
17 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their
18 implementing regulations and interpretive guidelines, as well as any other similar state, federal, local,
19 or common law claims for unpaid wages, minimum wages, regular wages, tips, gratuities, overtime
20 wages (including but not limited to calculation of the correct overtime or regular rate), working more
21 than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting
22 time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods,
23 rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time
24 penalties, PAGA penalties, unfair business practices.

25 2.15 "Notice Date" means the date of the initial distribution of the Class Notice to Settlement
26 Class Members by electronic mail, as set forth in Section VI.
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1 2.16 “Opt Out List” means the Court-approved list of all persons who timely and properly
2 request exclusion from the Settlement Class.

3 2.17 “Plaintiffs” means Robina Contreras and Gabriel Ets-Hokin.

4 2.18 “PAGA Claims” means the Plaintiffs’ representative claims seeking penalties pursuant
5 to PAGA, as alleged in the Complaint, First Amended Complaint, Second Amended Complaint and/or
6 Plaintiffs’ Second Amended Notice to the LWDA and/or based on any other provision of the Labor
7 Code, Wage Orders or any other statute or regulation (whether identified in the Complaint or not) to
8 the fullest extent permitted by law.

9 2.19 “PAGA Members” means all current and former drivers who applied to Zūm and were
10 paid by Zūm for completing one or more rides booked directly through Zūm’s online platform or
11 mobile application, within the State of California at any time during the PAGA Period, defined as
12 September 4, 2018 to the date upon which the Court grants Preliminary Approval of this Class and
13 PAGA Settlement, or December 31, 2021, whichever is sooner. PAGA Members cannot opt out of the
14 Settlement.

15 2.20 “PAGA Payment” means a total payment of \$150,000 to settle all claims under the
16 PAGA from September 4, 2018 to the date upon which the Court grants Preliminary Approval of this
17 Class and the PAGA Settlement, or December 31, 2021, whichever is sooner. From this amount, 75%
18 will be paid to the LWDA for civil penalties pursuant to the PAGA and 25% will be distributed to
19 PAGA Members who timely submit a Claim Form.

20 2.21 “Plan of Allocation” means the plan for allocating the Settlement Payment Fund and
21 between and among Responding Settlement Class Members as approved by the Court.

22 2.22 “Preliminary Approval Date” means the date that the Court enters the Preliminary
23 Approval Order and thus: (i) preliminarily approves the Settlement, and the exhibits thereto, and (ii)
24 enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement
25 Class, an opportunity to submit timely and proper objections to the Settlement, and setting a hearing
26 on the fairness of the terms of Settlement, including approval of the Class Counsel Award.

1 2.23 “Preliminary Approval Order” means the order that the Plaintiffs and Zūm will seek from
2 the Court, without material variation from **Exhibit 2**. Entry of the Preliminary Approval Order shall
3 constitute preliminary approval of the Settlement Agreement.

4 2.24 “Released Parties” means (1) Zūm Services, Inc.; (2) any predecessors and successors in
5 interest, any current or former parent corporations, subsidiary corporations, affiliates, and assigns; (3)
6 companies acquiring any or all of Zūm’s asserts or capital stock; (4) any of Zūm’s past or present
7 divisions, suppliers, distributors, dealers, or sales branches; and (5) all current or former officers,
8 directors, shareholders, agents, representatives, principals, heirs, accountants, auditors, consultants,
9 insurers and reinsurers, attorneys and employees.

10 2.25 “Responding Settlement Class Member” means any Settlement Class Member who
11 timely returns a Claim Form to the Settlement Administrator.

12 2.26 “Settlement Class Members’ Released Claims” means any and all claims, actions,
13 demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, pursuant
14 to any theory of recovery against Zūm arising from November 27, 2015 through the date on which the
15 court enters the order of Final Approval of this Settlement, or December 31, 2021, whichever comes
16 first, for any type of relief that can be released as a matter of law, including, without limitation, claims
17 for wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated
18 damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief
19 (with the exception of any claims which cannot be released as a matter of law), that could be brought
20 based on the allegations in the Action, including but not limited to any claims or factual allegations
21 set forth in the Complaint, First Amended Complaint, and/or Second Amended Complaint, namely
22 Zūm’s alleged misclassification of the Settlement Class as independent contractors. The claims
23 released pursuant to this paragraph specifically include, without limitations, a release of claims under
24 Cal. Labor Code §§ 1194, 1197, 510, 554, 1194, 1198, 226.8, 432.5, 2802, 226.7, 512, 201-203, 226,
25 204, and 210 and IWC Wage Order No. 9-2001, the Private Attorneys General Act, Cal. Lab. Code §
26 2698, *et seq.*, unlawful and/or unfair business practices (Cal. Buys. Prof. Code § 17200, *et seq.*), in
27 connection with claims related to independent contractor misclassification; as well as any other claims
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1 under the California Labor Code or any applicable California Industrial Welfare Commission Wage
2 Orders; and all of their implementing regulations and interpretive guidelines, as well as any other
3 similar state, local, or common law claims that relate to independent contractor misclassification. The
4 release does not include claims that, as a matter of law, cannot be released and does not include claims
5 for retaliation, discrimination, wrongful termination, and individual claims filed with the appropriate
6 agency for the recovery of workers' compensation benefits.

7 2.27 "Settlement Payment" means the amount payable to each Responding Settlement Class
8 Member who does not opt out. The Settlement Payment shall be calculated pursuant to Section V
9 herein.

10 2.28 "Settlement Payment Fund" means the funds paid to Settlement Class Members after
11 deducting the Class Counsel Award, Service Awards, Settlement Administrator Expenses, and
12 payments to the Labor & Workforce Development Agency (LWDA) for the LWDA's share of the
13 PAGA Payment.

14 2.29 "Settlement" means the settlement of the Action between and among Plaintiffs and Zūm,
15 as set forth in this Settlement Agreement.

16 2.30 "Settlement Administrator" means Simpluris, the neutral, third-party settlement
17 administrator to be appointed by the Court.

18 2.31 "Settlement Administrator Expenses" means the amount to be paid to the Settlement
19 Administrator from the Settlement Payment Fund, including the total costs, expenses, and fees of the
20 Settlement Administrator. The amount may not exceed \$42,000.

21 2.32 "Settlement Class Member" means any member of the Settlement Class regardless of
22 whether he or she has returned a Claim Form.

23 2.33 "Service Award" means the amount approved by the Court to be paid to the Plaintiffs
24 Robina Contreras and Gabriel Ets-Hokin, in addition to their respective individual Settlement
25 Payments, in recognition of their efforts in coming forward as the PAGA Representatives and name
26 plaintiffs. The Service Award amount payable to Plaintiffs is not to exceed \$10,000 each.
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1 2.34 “Total Settlement Amount” means One Million, Nine Hundred Thousand Dollars
2 (\$1,900,000.00) for payment of all claims, which is the maximum amount that Zūm is obligated to
3 pay under this Settlement Agreement under any circumstances in order to resolve and settle the Action,
4 subject to Court approval. The Total Settlement Amount shall be inclusive of all costs and fees,
5 including, but not limited to, Class Counsel Award, applicable Settlement Administrator Expenses,
6 escrow costs and expenses, Service Awards, PAGA Payment, and interest. The Total Settlement
7 Amount is a material term to this Settlement Agreement and Defendant may revoke the Agreement if
8 the Court insists on a change that increases the obligation of the Defendant to pay an amount in excess
9 of the Total Settlement Amount. Changes requested by the Court to the allocation of funds between
10 PAGA and the remaining class claims, or changes in the amount of attorneys’ fees and costs or
11 enhancement awards to Plaintiffs, will not form the basis for any party to revoke this Agreement.

12 2.35 “Total Mileage” means the total number of miles driven by a Settlement Class Member
13 during the Settlement Class Period while completing rides booked directly through Zūm’s online
14 platform or mobile application, as determined by Zūm.

15 2.36 “Void Date” means the date by which any checks issued to Responding Settlement Class
16 Members shall become void, *i.e.* on the 181st day after mailing.

17 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
18 **PRELIMINARY AND FINAL APPROVAL**

19 3.1 Upon execution of this Settlement Agreement, Plaintiffs shall submit to the Court a
20 motion for preliminary approval of the Settlement. Class Counsel shall provide a draft motion for
21 Defendant’s counsel review reasonably in advance of the filing. The Parties will also submit a
22 Stipulation to file the Second Amended Complaint (**Exhibit 3** hereto), to which Defendant will have
23 an opportunity to file an Answer within the time frame allowed in the Code of Civil Procedure, and a
24 preliminary approval order containing a plan for the sending of the Class Notice to Settlement Class
25 Members within thirty (30) days after the Preliminary Approval Date (the Notice Date), and
26 establishing a period of sixty (60) days from the Notice Date within which any Settlement Class
27 Member may (i) request exclusion from the Settlement Class, (ii) submit written objections to the
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1 proposed Settlement, (iii) submit written objections to Class Counsel’s request for the Class Counsel
2 Award and for Service Awards to the Plaintiffs (the Exclusion/Written Objection Deadline), and/or
3 (iv) return the Claim Form to receive settlement payments.

4 3.2 The Parties stipulate to certification under California Code of Civil Procedure Section
5 382, for settlement purposes only, of the Settlement Class. The Parties agree that this stipulation shall
6 not be admissible in, and may not be used by any person for any purpose whatsoever in any legal
7 proceeding, including but not limited to any arbitrations and/or any civil and/or administrative
8 proceedings, other than a proceeding to enforce the terms of the Agreement.

9 3.3 Class Counsel agrees to keep any and all data related to the Settlement Class’s use of the
10 Zūm’s platform in the strictest confidence and shall not disclose that data.

11 3.4 Class Counsel and Plaintiffs agree to use their best efforts, in cooperation with defense
12 counsel, to keep this Action stayed pending Final Approval of the Settlement, and upon Final Approval
13 of the Settlement, Class Counsel and Plaintiffs agree to dismiss this Actions with prejudice.

14 3.5 The Parties stipulate to the form of, and agree to submit to the Court for its consideration
15 this Settlement Agreement, and the following Exhibits to this Settlement Agreement: [Proposed]
16 Preliminary Approval Order (Exhibit 2); Class Notice (Exhibit 1); and Second Amended Complaint
17 (Exhibit 3).

18 3.6 Within 10 days of the Preliminary Approval Date, Class Counsel will notify the LWDA
19 of the Preliminary Approval Order.

20 3.7 At the Final Approval Hearing, Plaintiffs shall request entry of a Final Approval Order
21 and a Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this
22 Settlement and that, among other things:

23 3.7.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
24 consummation pursuant to the terms of the Settlement Agreement;

25 3.7.2 Finds that Class Counsel and Plaintiffs adequately represented the Settlement
26 Class for the purpose of entering into and implementing the Agreement;

27 3.7.3 Re-confirms the appointment of the Settlement Administrator and finds that the
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1 Settlement Administrator has fulfilled its duties under the Settlement to date;

2 3.7.4 Finds that the Class Notice (i) constituted the best practicable notice; (ii)
3 constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class
4 Members of the pendency of the Action, and their right to exclude themselves from or object to the
5 proposed settlement and/or to appear at the Final Approval Hearing; (iii) was reasonable and
6 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met
7 all applicable requirements of California Rules of Court 3.766(d) and 3.769(f), due process, and any
8 other applicable rules or law;

9 3.7.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
10 list of all Settlement Class Members who have timely and properly requested exclusion from the
11 Settlement Class and, accordingly, shall neither share in nor be bound by the Final Approval order and
12 Judgment;

13 3.7.6 Directs that the Final Approval order and Judgment shall be final and entered
14 forthwith;

15 3.7.7 Without affecting the finality of the Final Approval order and Judgment, directs
16 that the Los Angeles County Superior Court retains continuing jurisdiction over the Plaintiffs, the
17 Settlement Class, and Zūm as to all matters concerning the administration, consummation, and
18 enforcement of this Settlement Agreement;

19 3.7.8 Adjudges that, as of the Final Approval Date, Plaintiffs, and all Settlement Class
20 Members who have not been excluded from the Settlement Class as provided in the Opt-Out List
21 approved by the Court, and their heirs, estates, trustees, executors, administrators, principals,
22 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them
23 or acting or purporting to act for them or on their behalf, regardless of whether they have received
24 actual notice of the proposed Settlement or submitted a Claim Form, have conclusively compromised,
25 settled, discharged, and released the Settlement Class Members' Released Claims against Zūm and are
26 bound by the provisions of this Agreement;

1 3.7.9 Affirms that, notwithstanding the submission of a timely and proper request for
2 exclusion, Settlement Class Members will still be bound by the Settlement and release of the PAGA
3 Claims as requests for exclusion do not apply to the PAGA Claims, and further affirms that the
4 LWDA's claims for civil penalties pursuant to PAGA are also extinguished through the date this Court
5 grants preliminary approval or December 31, 2021, whichever comes first;

6 3.7.10 Declares this Agreement and the Final Approval order and Judgment to be
7 binding on, and have res judicata and preclusive effect as to all pending and future lawsuits or other
8 proceedings that encompass the Settlement Class Members' Released Claims and that are maintained
9 by or on behalf of any Settlement Class Member who has not been excluded from the Settlement Class
10 as provided in the Opt-Out List approved by the Court and/or his or her heirs, estates, trustees,
11 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors,
12 and/or anyone claiming through them or acting or purporting to act for them or on their behalf,
13 regardless of whether the Settlement Class Member previously initiated or subsequently initiates
14 individual litigation, arbitration, or other proceedings encompassed by the Settlement Class Members'
15 Released Claims, and even if such Settlement Class Member never received actual notice of the Action
16 or this proposed Settlement or submitted a Claim Form;

17 3.7.11 Determines that the Agreement and the Settlement provided for herein, and any
18 proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or
19 construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-
20 liability or of the certifiability or non-certifiability of a litigation class, or that PAGA representative
21 claims may validly be pursued, or of any misrepresentation or omission in any statement or written
22 document approved or made by any Party; provided, however, that reference may be made to this
23 Agreement and the Settlement provided for herein in such proceedings as may be necessary to
24 effectuate the provisions of this Agreement, as further set forth in this Agreement;

25 3.7.12 Orders that the preliminary approval of the Settlement, certification of the
26 Settlement Class and final approval of the proposed Settlement, and all actions associated with them,
27 are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated
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1 or disapproved in whole or in part by the Court, or any appellate court and/or other court of review, in
2 which event the Agreement and the fact that it was entered into shall not be offered, received, or
3 construed as an admission or as evidence for any purpose, including but not limited to an admission
4 by any Party of liability or non-liability or of any misrepresentation or omission in any statement or
5 written document approved or made by any Party, or of the certifiability of a litigation class or the
6 appropriateness of maintaining a PAGA representative action, as further provided in this Settlement
7 Agreement;

8 3.7.13 Contains such other and further provisions consistent with the terms of this
9 Settlement Agreement to which the Parties expressly consent in writing.

10 3.8 At the Final Approval Hearing and as a part of the final approval of this Settlement,
11 Class Counsel will also request approval of the Plan of Allocation set forth in Section V. Any
12 modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
13 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
14 Agreement, or (iii) impose any obligation on the Defendant to increase the consideration paid in
15 connection with the Settlement.

16 3.9 At the Final Approval Hearing, Class Counsel may also request entry of an Order
17 approving the Class Counsel Award and for the Service Awards to the Plaintiffs, which shall be paid
18 exclusively from the Total Settlement Amount and in accordance with the distribution plan described
19 in Section V. The disposition of Class Counsel's application for a Class Counsel Award, and for
20 Service Awards, is within the sound discretion of the Court and is not a material term of this
21 Settlement.

22 3.10 In no event shall any Released Party be obligated to pay Settlement Administration
23 Expenses beyond those provided for in this Agreement.

24 3.11 Within 10 days after entry of Judgment, Class Counsel will provide a copy of the
25 Judgment to the LWDA.

26 **IV. SETTLEMENT CONSIDERATION**

1 4.1 The total monetary component of the Settlement from Zūm is the Total Settlement
2 Amount (\$1,900,000). This is an “all in” number that includes, without limitation, all monetary
3 benefits and payments to the Settlement Class, Service Award, Class Counsel Award, Settlement
4 Administrator Expenses and the PAGA Payment, and all claims for interest, fees, and costs. Under
5 no circumstances shall Zūm be required to pay anything more than the Total Settlement Amount or
6 make any payments under this Settlement before the deadlines set forth in this Agreement.

7 4.2 The Plaintiffs and all Settlement Class Members who receive a payment of any kind from
8 the Total Settlement Amount (including, in the case of the Plaintiffs, a Service Award) expressly
9 acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be
10 issued, if required.

11 4.3 The terms of this Agreement relating to the Service Award and Class Counsel Award
12 were not negotiated by the Parties before full agreement was reached as to all other material terms of
13 the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement
14 Class. Zūm agrees not to oppose a request for a Service Award for Plaintiffs, as awarded by the Court,
15 up to a maximum of Ten Thousand Dollars (\$10,000) each. Plaintiffs and Class Counsel agree not to
16 seek a Service Award in excess of the above amount.

17 4.4 Class Counsel agrees not to seek an award of attorneys’ fees from the Court in excess of
18 \$633,333.33 (or one third (1/3) of \$1,900,000). Zūm agrees not to oppose a request for attorneys’ fees
19 up to one third (1/3) of the Total Settlement Amount. Any amount awarded as the Class Counsel
20 Award shall be inclusive of any and all amounts due to all Plaintiffs’ Counsel. Zūm and Settlement
21 Class Members shall have no obligation regarding or liability for allocation or payment of any Class
22 Counsel Award to Plaintiffs’ Counsel. Any portion of the amounts requested for fees, costs, or the
23 Service Award not approved by the Court shall revert to the Settlement Payment Fund.

24 4.5 If no timely objection to the Settlement is made, the payment of the Class Counsel Award,
25 the Service Award, the Settlement Administrator Expenses, the Settlement Payments and the PAGA
26 Payment shall be made by the Settlement Administrator within seven (7) business days after Zūm
27 funds the Settlement.
28

1 4.6 The Settlement Administrator shall pay the Class Counsel Award by check, payable to
2 “Lichten & Liss-Riordan, P.C.” Class Counsel shall provide the Settlement Administrator notice of
3 receipt of the Class Counsel Award.

4 **V. FUNDING AND ALLOCATION OF THE SETTLEMENT**

5 5.1 Within thirty (30) days of the Effective Date, Zūm shall fund the Settlement by providing
6 the Settlement Fund (\$1,900,000) to the Settlement Administrator. The Settlement Administrator shall
7 thereafter distribute the funds in the manner and at the times set forth in this Agreement.

8 5.2 To receive a payment from the Settlement, a Settlement Class Member must not have
9 submitted a request for exclusion from the Settlement and must have timely submitted a Claim Form.

10 5.3 The amount of each Responding Settlement Class Member’s Settlement Payment will
11 be calculated in proportion to their Total Mileage, as defined herein. Zūm shall provide its best
12 estimate of each Settlement Class Member’s Total Mileage. Utilizing this information, the
13 Administrator will calculate settlement share. Furthermore, any Responding Settlement Class
14 Member who is also a PAGA Member will receive a pro rata share of \$37,500 (or 25% of the PAGA
15 Payment) added to his or her Settlement Payment.

16 5.4 Class Counsel will be permitted to review and approve the calculation of settlement funds
17 to be distributed. If under the Plan of Allocation a Responding Settlement Class Member will be
18 distributed \$10 or more, then he or she will receive the entitled amount. If, however, the Settlement
19 Class Member is due less than \$10, then his or her Settlement Payment will be for \$10, to be paid
20 entirely from the Settlement Payment Fund.

21 5.5 Following distribution of the Settlement Payments to Responding Settlement Class
22 Members, all funds not claimed prior to the Void Date (*i.e.* all funds from uncashed checks) shall be
23 redistributed to the Responding Settlement Class Members who received and cashed their first
24 Settlement Payments and whose residual share would be more than \$40.00. These unclaimed funds
25 shall be redistributed pursuant to the same formula described in Paragraphs 10.5.

26 5.6 As described in Section VI, each Settlement Class Member will have the opportunity,
27 should he or she disagree with Zūm’s calculation of his or her Total Mileage, to provide documentation
28

1 to establish the appropriate number. There will be a presumption that Zūm's records are correct, absent
2 evidence produced by a Settlement Class Member to the contrary.

3 5.7 The Settlement Administrator shall issue the Settlement Payments to each Settlement
4 Class Member – who (1) has timely submitted a Claim Form and (2) does not opt out – by mailing
5 their settlement payment to the address listed on their Claim Form. If any settlement check sent to
6 any Responding Settlement Class Member sent via first-class mail is returned to the Settlement
7 Administrator with a forwarding address, the Settlement Administrator shall forward the postal
8 mailing to that address. For any remaining returned checks, the Settlement Administrator shall make
9 a good-faith search of an appropriate database, and postal mailings shall be forwarded to any new
10 postal mail address obtained through such a search. The Settlement Payments shall be reported by the
11 Settlement Administrator to the applicable governmental authorities on IRS Form 1099s. The
12 Settlement Administrator shall be responsible for issuing copies of IRS Form 1099s for the Plaintiffs
13 and Responding Settlement Class Members.

14 **VI. CLASS NOTICE PROCEDURES**

15 6.1 No more than thirty (30) calendar days after entry of the Preliminary Approval Order,
16 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
17 sending the Class Notice and Claim Form to Settlement Class Members. Class Information shall
18 include names, last known addresses, last known email address, last known phone numbers, Social
19 Security Numbers (to the extent all such information is available), and the Total Mileage credited to
20 each Settlement Class Member.

21 6.2 The Class Notice will inform Settlement Class Members of their right to request
22 exclusion from the Settlement, of their right to object to the Settlement, of their right to dispute the
23 information upon which their share of the Settlement will be calculated and the claims to be released,
24 and of the need to return the Claim Form in order to receive a Settlement Payment. The Class Notice
25 shall also provide each potential Settlement Class Member with a best estimate of his or her Total
26 Mileage.

27 6.3 Within fourteen (14) days after receiving the Class Information from Defendant, the
28

1 Settlement Administrator shall send a copy of the Class Notice by electronic mail to each potential
2 Settlement Class Member.

3 6.4 If any Class Notice sent via electronic mail to any potential Settlement Class Member is
4 undeliverable, then no later than ten (10) days after the Notice Date, the Settlement Administrator shall
5 then send the Class Notice to the potential Settlement Class Member's postal mailing address on file
6 via first-class mail, to the extent such a mailing address is on file and the deadline to claim or opt out
7 of the settlement shall be extended by ten (10) days for any such individual. If any Class Notice sent
8 to any potential Settlement Class Member via first-class mail is returned to the Settlement
9 Administrator with a forwarding address, the Settlement Administrator shall forward the postal
10 mailing to that address. For any remaining returned postal mailings or for any Settlement Class
11 Member for whom there is no mailing address on file, the Settlement Administrator shall make a good-
12 faith search of an appropriate database, and postal mailings shall be forwarded to any new postal mail
13 address obtained through such a search. In the event that any Class Notice is returned as undeliverable
14 a second time, no further postal mailing shall be required. The Settlement Administrator shall maintain
15 a log detailing the instances Class Notices are returned as undeliverable.

16 6.5 To the extent that sending the Class Notice via postal mail is necessary under the terms
17 of Paragraph 6.4, before any mailing, the Settlement Administrator shall make a good-faith attempt to
18 obtain the most-current names and postal mail addresses for all potential Settlement Class Members
19 to receive such postal mail, including cross-checking the names and/or postal mail addresses it
20 received from Zūm, as well as any other sources, with appropriate databases (e.g., the National Change
21 of Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for
22 more-current names and/or postal mail addresses for Settlement Class Members. All Settlement Class
23 Members' names and postal mail addresses obtained through these sources shall be protected as
24 confidential and not used for purposes other than the notice and administration of this Settlement. The
25 Settlement Administrator shall exercise its best judgment to determine the current mailing address for
26 each Settlement Class Member. The address determined by the Settlement Administrator as the current
27 mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
28

1 6.6 As set forth in the Class Notice, Settlement Class Members will be asked to object or
2 request exclusion to the Settlement Administrator within sixty (60) days. However, any Settlement
3 Class Members who do object or request exclusion will nevertheless be bound by the release of the
4 Settlement Members' Released PAGA Claims, as outlined in Paragraph 7.7, even if no Claim Form
5 was submitted within sixty (60) days.

6 6.7 Thirty (30) days prior to the deadline to object or request exclusion, a reminder email
7 will be sent by the Administrator to all Settlement Class Members whose initial Class Notice email
8 was not undeliverable (and by mail to any Settlement Class Member whose initial Class Notice email
9 was undeliverable) and who has not yet submitted an objection or request for exclusion. Two
10 additional emailed reminders will be sent to any Settlement Class Members who have yet to submit a
11 claim or an objection or request for exclusion fourteen (14) days prior to the deadline and seven (7)
12 days prior to the deadline.

13 6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and
14 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
15 current addresses for Settlement Class Members such that no additional efforts to do so shall be
16 required. However, the Parties can agree in their discretion to take additional measures (such as
17 additional emailed or text message reminders or mailed postcards to class members) should they deem
18 it necessary.

19 6.9 The Settlement Administrator will provide Class Notice by, at a minimum, (i) electronic
20 mail notice without material variation from the form attached as Exhibit 1; (ii) if necessary in
21 accordance with Paragraph 6.4, first-class mail notice; and (iii) a content-neutral settlement website
22 managed by the Settlement Administrator, and approved by counsel for the Parties, which will contain
23 further information about the Settlement, including relevant pleadings. The Class Notice shall comply
24 with California Rules of Court 3.766(d), 3.769(f) and due process.

25 6.10 The Settlement Administrator shall prepare a declaration of due diligence and proof of
26 dissemination with regard to the mailing of the Class Notice, and any attempts by the Settlement
27 Administrator to locate Settlement Class Members, its receipt of valid requests for exclusion, and its
28

1 inability to deliver the Notice of Settlement to Settlement Class Members due to invalid addresses
2 (“Due Diligence Declaration”), and provide it to Class Counsel and counsel for Zūm for presentation
3 to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the
4 Court contemporaneous with the filing of the Motion for Final Approval of Class Action Settlement.

5
6 6.11 If any individual whose name does not appear in the Class Information that Zūm provides
7 the Settlement Administrator (and who has not previously opted out of the Settlement Class), believes
8 that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute his or her
9 exclusion from the Settlement Class. If an individual believes he or she is a Settlement Class Member,
10 he or she must notify the Settlement Administrator by mail or email within a reasonable amount of
11 time after the Notice Date. The Parties will meet and confer regarding any such individuals in an
12 attempt to reach an agreement as to whether any such individual should be regarded as a Settlement
13 Class Member. If the Parties so agree, the Settlement Administrator will mail a Class Notice to the
14 individual, and treat the individual as a Settlement Class Member for all other purposes. Such an
15 individual will have all of the same rights as any other Settlement Class Member under this Agreement.
16 In the event that the disbursement of the Settlement Payments has begun (in accordance with this
17 Settlement Agreement) at the time that the Parties agree that such individual should be regarded as a
18 Settlement Class Member and that if such individual does not exercise his or her right to opt out of the
19 Settlement, the Settlement Payment to such individual shall be disbursed from funds remitted back to
20 the Payment Fund (*i.e.* from settlement checks that remain uncashed beyond the Void Date). The
21 Parties further agree to cooperate to resolve any disputes involving Settlement Class Members who
22 come forward after the deadline to submit a Claim Form and agree to endeavor to pay claims to such
23 individuals out of funds remitted back to the Payment Fund (*i.e.* from settlement checks that remain
24 uncashed beyond the Void Date) to the extent it is feasible.

25 **VII. PROCEDURES FOR REQUESTS FOR EXCLUSION**

26 7.1 Settlement Class Members (with the exception of the Plaintiffs) may opt out of the
27 Settlement. Those who wish to exclude themselves (or “opt out”) from the Settlement Class must
28 submit timely, written requests for exclusion. To be effective, such a timely request must include the

1 Settlement Class Member's name, address, and telephone number; a clear and unequivocal statement
2 that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature
3 of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class
4 Member (who is not the class member's counsel). The request must be mailed or emailed to the
5 Settlement Administrator at the mailing address or email address provided in the Class Notice and
6 must be postmarked no later than the Exclusion/Objection Deadline in the case of a mailed request for
7 exclusion. Alternatively, the request for exclusion, as described in this paragraph, may be emailed to
8 the Settlement Administrator from the email address associated with the Settlement Class Member's
9 Zūm account, in which case the requirement of a signature will be waived. With respect to mailed
10 requests for exclusion, the date of the postmark shall be the exclusive means used to determine whether
11 a request for exclusion has been timely submitted. Requests for exclusion must be exercised
12 individually by the Settlement Class Member (or his or her Legally Authorized Representative as
13 defined herein), even if the Settlement Class Member is represented by counsel. However, nothing
14 about the Settlement's opt-out procedure prevents counsel (a) from reviewing the Settlement with the
15 client, (b) from advising the client on whether participating in or opting out of the Settlement is in the
16 client's (as opposed to counsel's) best interest, or (c) from preparing the opt-out request for their client
17 to sign (e.g., including the requisite information such as the Settlement Class Member's name, address,
18 and telephone number, and a clear and unequivocal statement that the individual wishes to be
19 excluded). Attempted collective group, class, or subclass requests for exclusions shall be ineffective
20 and disregarded by the Settlement Administrator. The Settlement Administrator will attempt to
21 contact any Settlement Class Member whose request for exclusion is incomplete or invalid to provide
22 them with an opportunity to cure the defect prior to the deadline.

23 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
24 receives and provide copies of the log and all such requests for exclusion to Class Counsel and counsel
25 for Zūm, on at least a bi-weekly basis beginning approximately thirty (30) days after the Class Notices
26 are mailed to Settlement Class Members, or as otherwise requested.

27 7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly
28

1 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval
2 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

3 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by the
4 Court shall be bound by this Agreement, and judgment entered as to all their claims, which shall be
5 released as provided for herein, even if they never received actual notice of the Action or this proposed
6 Settlement and regardless of whether they submitted a Claim Form or received any distribution from
7 the Settlement Payment Fund.

8 7.5 The Settlement Administrator shall determine whether a request for exclusion was timely
9 and properly submitted and shall submit the Opt-Out List to the Court for its approval along with a list
10 of any defective or untimely requests for exclusion. The Court shall have the ultimate authority to
11 approve or disapprove of any requests for exclusion.

12 7.6 Plaintiffs Robina Contreras and Gabriel Ets-Hokin agree not to request exclusion from
13 the Settlement Class. Settlement Class Members may object to or opt out of the Settlement, but may
14 not do both. Any Settlement Class Member who submits a timely request for exclusion may not file
15 an objection to the Settlement or receive a Settlement Payment, and shall be deemed to have waived
16 any rights or benefits under the Settlement Agreement, except as provided in Paragraph 10.2.4.

17 7.7 Notwithstanding the submission of a timely request for exclusion, Settlement Class
18 Members will still be bound by the settlement and release of the PAGA Claims or remedies under the
19 Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion
20 do not apply to the PAGA Claims, and will not be effective to preclude the release of the PAGA
21 Claims.

22 7.8 No later than three (3) business days after the Exclusion/Objection Deadline, the
23 Settlement Administrator shall provide to Class Counsel and counsel for Zūm the Opt-Out List
24 together with copies of the opt-out requests, including any untimely or defective requests.
25 Notwithstanding any other provision of this Settlement Agreement, if more than ten percent (10%) of
26 potential Settlement Class Members exercise their right to opt out of the Settlement, Zūm at its sole
27 and absolute discretion may elect to rescind, void, and revoke the entire Settlement Agreement by
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1 sending written notice that it revokes the Settlement pursuant to this Paragraph to Class Counsel within
2 seven (7) business days following receipt of the Opt-Out List.

3 7.9 Named Plaintiffs and their counsel shall support the Settlement and take such steps as
4 are reasonably necessary to effectuate the Settlement. Plaintiffs' counsel shall recommend the
5 Settlement to the Settlement Class Members, and Plaintiffs' counsel agree to use their best efforts to
6 resolve any objections to the release of all claims described in the Settlement Class Members' Released
7 Claims, including all class actions, putative class actions, individual-plaintiff actions, and arbitrations.
8 Zūm, in turn, agrees to use its best efforts to cooperate with Plaintiffs' counsel's efforts in this regard.
9 Named Plaintiffs shall not opt out of or object to the settlement, nor shall they or their counsel directly
10 or indirectly encourage Settlement Class Members to opt out of or object to the settlement.

11 **VIII. PROCEDURES FOR OBJECTIONS**

12 8.1 Any Settlement Class Member that wishes to object to the fairness, reasonableness, or
13 adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator
14 (who shall forward it to Class Counsel and counsel for Zūm), a timely statement of the objection, as
15 set forth below.

16 8.2 To be timely, the objection must be postmarked and mailed to the Settlement
17 Administrator (or emailed to the Settlement Administrator from the email address associated with the
18 Settlement Class Member's Zūm account) no later than the Exclusion/Objection Deadline. With
19 respect to mailed objections, the date of the postmark on the return-mailing envelope shall be the
20 exclusive means used to determine whether objection has been timely submitted.

21 8.3 The objection must contain at least the following: (i) the objector's full name, address,
22 telephone, and signature; (ii) a clear reference to the Action; and (iii) a statement of the specific basis
23 for each objection argument. All objections shall be signed by the objecting Settlement Class Member
24 (or his or her Legally Authorized Representative as defined herein), even if the Settlement Class
25 Member is represented by counsel. However, if the objection is emailed to the Settlement
26 Administrator from the email address associated with the Settlement Class Member's Zūm account,
27 the signature requirement will be waived.
28

1 8.4 The right to object to the proposed Settlement must be exercised individually by a
2 Settlement Class Member. Attempted collective, group, class, or subclass objections shall be
3 ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's
4 Legally Authorized Representative.

5 8.5 Settlement Class Members who object to the proposed Settlement shall remain
6 Settlement Class Members, and shall be deemed to have voluntarily waived their right to pursue an
7 independent remedy against Zūm and the Released Parties. To the extent any Settlement Class
8 Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such
9 Settlement Class Member will be forever bound by the Final Approval order and Judgment.

10 8.6 It shall be Class Counsel's sole responsibility to respond to any objections made with
11 respect to any application for the Class Counsel Award and Service Award.

12 **IX. RELEASES**

13 9.1 The Settlement Class Members' Released Claims against each and all of the Released
14 Parties shall be released and judgment entered (without an award of costs to any party other than as
15 provided in this Agreement) upon entry of the Final Approval order and Judgment.

16 9.2 As of the Final Approval Date, the Plaintiffs, and all Settlement Class Members who
17 have not been excluded from the Settlement Class as provided in the Opt-Out List, individually and
18 on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors,
19 and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to
20 forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties
21 from each and all of the Settlement Class Members' Released Claims, and by operation of the Final
22 Judgment shall have fully and finally released, relinquished, and discharged all such claims against
23 each and all of the Released Parties; and they further agree that they shall not now or hereafter initiate,
24 maintain, or assert any Settlement Class Members' Released Claims against the Released Parties in
25 any other court action or before any administrative body, tribunal, arbitration panel, or other
26 adjudicating body. Without in any way limiting the scope of the release described in Paragraph 2.26,
27 as well as the remainder of this Section, this release covers, without limitation, any and all claims for
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1 attorneys' fees, costs or disbursements incurred by Class Counsel or by the Plaintiffs or Settlement
2 Class Members, in connection with or related in any manner to the Action, the Settlement of the
3 Action, the administration of such Settlement, and/or the Settlement Class Members' Released Claims,
4 except to the extent otherwise specified in the Agreement.

5 9.3 Subject to Court approval, Plaintiffs, and all Settlement Class Members who have not
6 been excluded from the Settlement Class as provided in the Opt-Out List, shall be bound by this
7 Settlement Agreement, and judgment entered as to all their claims, which shall be released, even if
8 they never received actual notice of the Action or this Settlement and even if they did not submit a
9 Claim Form.

10 9.4 As of the Final Approval Date, the State of California and all Zūm drivers who were paid
11 by Zūm for completing one or more rides booked directly through Zūm's online platform or mobile
12 application from September 4, 2018 through the date this Court grants preliminary approval or
13 December 31, 2021, whichever comes first, shall be deemed to have fully, finally, and forever waived,
14 released, relinquished, and discharged each and all of the Released Parties from all the PAGA Claims
15 that arose or may be alleged to have arisen at any time from September 4, 2018 through the date this
16 Court grants preliminary approval or December 31, 2021, whichever is sooner.

17 **X. ADMINISTRATION OF THE SETTLEMENT FUND**

18 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties and
19 subject to supervision, direction, and approval of the Court, shall calculate the allocation of and
20 oversee the distribution of the Settlement Fund.

21 10.2 The Settlement Payment Fund shall be applied as follows:

22 10.2.1 To pay the total costs, expenses, and fees of the Settlement Administrator
23 incurred in connection with providing Class Notice to potential Settlement Class Members, and the
24 management and distribution of the Settlement Payments to Settlement Class Members;

25 10.2.2 Subject to the approval and further order(s) of the Court, to pay Plaintiffs'
26 Service Award based on contributions and time expended assisting in the litigation, up to a maximum
27 of \$10,000 per Plaintiff;
28

1 10.2.3 Subject to the approval and further order(s) of the Court, to pay the Class
2 Counsel Award as ordered by the Court;

3 10.2.4 Subject to the approval and further order(s) of the Court, to distribute 75% of
4 the PAGA Payment to the LWDA and 25% of the PAGA Payment to PAGA Members who submit a
5 timely Claim Form, based on each PAGA Member's pro rata share;

6 10.2.5 After the Effective Date and subject to the approval and further order(s) of the
7 Court, to distribute the Settlement Payments from the Settlement Payment Fund for the benefit of the
8 Settlement Class pursuant to the Plan of Allocation, or as otherwise ordered by the Court.

9 10.3 In the distribution of the Settlement Payments, the Settlement Administrator will include
10 a statement to each Responding Settlement Class Member containing a best estimate of his or her
11 Total Mileage, as defined herein, being used to calculate the amount of his or her Settlement Payment,
12 as described in Paragraph 5.3.

13 10.4 Settlement Class Members will have an opportunity to dispute Zūm's calculation of their
14 Total Mileage by providing documentation of contrary mileage to the Settlement Administrator within
15 forty-five (45) days of receiving their Notice. The Settlement Administrator shall review any
16 documentation submitted by a Settlement Class Member and consult with the Parties to determine
17 whether an adjustment is warranted. There will be a presumption that Zūm's records are correct, absent
18 evidence produced by a Settlement Class Member to the contrary.

19 10.5 If any portion of the Settlement Payment Fund is not successfully redistributed to
20 Settlement Class Members after the initial Void Date (*i.e.* checks are not cashed or checks are returned
21 as undeliverable after the second distribution), then after the Void Date for redistributed checks, the
22 Settlement Administrator shall void the check and shall direct such unclaimed funds to be redistributed
23 to all of the Settlement Class Members who (1) received and cashed their initial Settlement Payments,
24 and (2) would receive a redistribution amount greater than or equal to \$40.00, calculated pursuant to
25 the same formula used to calculate the amounts of the initial Settlement Payments. If any portion
26 thereafter remains unclaimed (*i.e.* checks are not cashed or checks are returned as undeliverable after
27 the second distribution), then after the Void Date for redistributed checks, the Settlement
28

1 Administrator shall void the check and shall direct such unclaimed funds to be paid to the *cy pres*
2 recipient -- Legal Aid at Work.

3 10.6 Settlement Class Members who are not on the Opt-Out List approved by the Court shall
4 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,
5 and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of
6 whether they obtain any distribution from the Settlement Payment Fund or submit a Claim Form.

7 10.7 Payment from the Settlement Payment Fund made pursuant to and in the manner set
8 forth herein shall be deemed conclusive of compliance with this Settlement Agreement as to all
9 Settlement Class Members.

10 10.8 No Settlement Class Member shall have any claim against the Plaintiffs, Class
11 Counsel, or the Settlement Administrator based on distributions made substantially in accordance with
12 this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any
13 claim against Zūm or its counsel relating to the distributions made under this Settlement.

14 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
15 **SETTLEMENT AGREEMENT**

16 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,
17 or does not enter the Final Approval order and Judgment on the terms described herein, or if the Court
18 enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is
19 vacated, modified in any way, or reversed, or if the Final Approval order does not otherwise become
20 Final, then this Settlement Agreement shall be cancelled and terminated, unless all Parties, in their
21 sole discretion within thirty (30) days from the date such ruling becomes final, provide written notice
22 to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment
23 as it may be modified by the Court or any appellate court.

24 11.2 Zūm shall have the right to withdraw from the Settlement if the number of Settlement
25 Class Members who attempt to exclude themselves from the Settlement Class equals or exceeds ten
26 percent (10%) of potential Settlement Class Members. If Zūm chooses, pursuant to its sole and
27

1 absolute discretion, to exercise this right, it must do so within seven (7) business days of receipt of the
2 Opt-Out List as provided in Paragraph 7.8, by providing written notice to Class Counsel.

3
4 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is modified by the
5 Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is
6 terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and
7 agree the Settlement, this Agreement, the Second Amended Complaint, the Class Information, the
8 Opt-Out List, and all documents exchanged and filed in connection with the Settlement shall be treated
9 as privileged mediation communications under Cal. Evid. Code §§ 1115 *et seq.*; (b) the Settlement
10 shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be
11 effective or enforceable, with the exception of this paragraph, which shall remain effective and
12 enforceable; (c) the Parties shall be deemed to have reverted nunc pro tunc to their respective status
13 prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all
14 Orders entered in connection with the Settlement, including the certification of the Settlement Class,
15 shall be vacated without prejudice to any Party's position on the issue of class certification, the issue
16 of amending the complaint, or any other issue, in the Action or any other action, and the Parties shall
17 be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the
18 Parties shall proceed in all respects as if the Settlement Agreement and related documentation and
19 orders had not been executed, and without prejudice in any way from the negotiation or fact of the
20 Settlement or the terms of the Settlement Agreement.

21 11.4 Zūm does not agree or consent to certification of the Settlement Class for any purpose
22 other than to effectuate the Settlement of the Action.

23 **XII. CONDITIONS PRECEDENT**

24 This Settlement will become final and effective only upon the occurrence of all of the following
25 events:

26 12.1 Plaintiffs send a second amended letter to the California Labor Workforce Development
27 Agency adding claims for penalties for violation of the Private Attorneys' General Act for (1) Failure
28 to Provide Meal Breaks (Cal. Labor Code §§ 226.7 and 512); (2) Failure to Provide Rest Breaks (Cal.

1 Labor Code §§ 226.7 and 512); (3) Failure to Timely Pay Wages Upon Termination (Cal. Labor Code
2 §§ 201-203); (4) Failure to Provide Complete and Accurate Wage Statements (Cal. Labor Code § 226);
3 and (5) Failure to Timely Pay Wages During Employment (Cal. Labor Code §§ 204 and 210) during
4 the PAGA Period.

5 12.2 Plaintiffs successfully amend their state court action by filing a Second Amended
6 Complaint to add claims on behalf of the Settlement Class for (1) Failure to Pay Minimum Wages
7 (Cal. Labor Code §§ 1194, 1197 and IWC Wage Order No. 9-2001 at § 4); (2) Failure to Pay Overtime
8 (Cal. Labor Code §§ 510, 554, 1194, and 1198); (3) Willfully Misclassifying Drivers as Independent
9 Contractors (Cal. Labor Code § 226.8); (4) Requiring Drivers to Sign Illegal Contracts (Cal. Labor
10 Code § 432.5); (5) Failure to Reimburse Necessary Business Expenses (Cal. Labor Code § 2802); (6)
11 Failure to Provide Meal Breaks (Cal. Labor Code §§ 226.7 and 512 and Wage Order 9-2001, §11); (7)
12 Failure to Provide Rest Breaks (Cal. Labor Code §§ 226.7 and 512 and Wage Order 9-2001); (8)
13 Failure to Timely Pay Wages Upon Termination (Cal. Labor Code §§ 201-203); (9) Failure to Provide
14 Complete and Accurate Wage Statements (Cal. Labor Code § 226); (10) Failure to Timely Pay Wages
15 During Employment (Cal. Labor Code §§ 204 and 210) and (11) Unfair Competition in Violation of
16 California Business & Professions Code §17200, *et seq.*, during the Class Period and to add claims on
17 behalf of PAGA Members for penalties for violation of the Private Attorneys' General Act and IWC
18 Wage Order 9-2001 for (1) Failure to Provide Meal Breaks (Cal. Labor Code §§ 226.7 and 512); (2)
19 Failure to Provide Rest Breaks (Cal. Labor Code §§ 226.7 and 512); (3) Failure to Timely Pay Wages
20 Upon Termination (Cal. Labor Code §§ 201-203); (4) Failure to Provide Complete and Accurate Wage
21 Statements (Cal. Labor Code § 226); and (5) Failure to Timely Pay Wages During Employment (Cal.
22 Labor Code §§ 204 and 210) during the PAGA Period.

23 12.3 The Court enters an order granting preliminary approval of the Settlement;

24 12.4 The Court enters an order granting Final Approval of the Settlement and a final
25 Judgment;

26 12.5 If an objector appears at the Final Approval Hearing, the time for appeal of the Final
27 Judgment and Order Granting Final Approval of Settlement expires; or, if an appeal is timely filed,
28

1 there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of the
2 Settlement; and

3 12.6 Defendant fully funds the Total Settlement Amount.

4 **XIII. ADDITIONAL PROVISIONS**

5 13.1 All of the Exhibits to this Agreement are an integral part of the Settlement and are
6 incorporated by reference as though fully set forth herein.

7 13.2 The Plaintiffs and Class Counsel acknowledge that an adequate factual record has been
8 established that supports the Settlement and, apart from the limited discovery described in the next
9 sentence, hereby waive any right to conduct further discovery to assess or confirm the Settlement.
10 Notwithstanding the prior sentence, the Parties agree to reasonably cooperate with respect to limited
11 confirmatory discovery to facilitate approval of the settlement and related to the last-known addresses
12 of Settlement Class Members.

13 13.3 The Parties agree to cooperate fully with each other to accomplish and implement the
14 terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other
15 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of
16 this Settlement and/or revising this Settlement to comply with the above-entitled Court's requests.
17 The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any
18 other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement
19 and the terms set forth herein.

20 13.4 Unless otherwise noted, all references to "days" in this Agreement shall be to calendar
21 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
22 holiday, such date or deadline shall be on the first business day thereafter.

23 13.5 This Agreement constitutes the full and complete agreement of the Parties hereto, and
24 supersedes all prior negotiations and agreements, whether oral, written or otherwise, and may be
25 amended or modified only by a written instrument signed by counsel for all Parties or the Parties'
26 successors-in-interest.

1 13.6 The Parties reserve the right, subject to the Court’s approval, to make any reasonable
2 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
3 extensions must be in writing to be enforceable.

4 13.7 The Settlement Agreement, the Settlement, the fact of the Settlement’s existence, any of
5 terms of the Settlement Agreement, any press release or other statement or report by the Parties or by
6 others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings, acts
7 performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the
8 Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or
9 evidence of the validity of any Settlement Class Members’ Released Claims or of any wrongdoing or
10 liability of Zūm; (ii) may not be deemed to be, may not be used as, and do not constitute an admission
11 or evidence of any fault, wrongdoing, or omission by Zūm in any trial, civil, arbitration, criminal, or
12 administrative proceeding of the Action or any other action or proceeding in any court, administrative
13 agency, arbitration, or other tribunal; (iii) may not be used as evidence of any waiver of,
14 unenforceability of, or as a defense to any Zūm arbitration agreement; (iv) may not be used as evidence
15 on any class certification proceeding.

16 13.8 The Released Parties shall have the right to file the Settlement Agreement, the Final
17 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
18 action that may be brought against them in order to support a defense or counterclaim based on
19 principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction,
20 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

21 13.9 The Parties to the Settlement Agreement agree that the Total Settlement Amount and the
22 other terms of the Settlement were negotiated at arm’s length and in good faith by the Parties, resulted
23 from an arm’s-length mediation session facilitated by Charles Stohler, and reflect a settlement that
24 was reached voluntarily based upon adequate information and sufficient discovery and after
25 consultation with experienced legal counsel.

26 13.10The Plaintiffs and Class Counsel have concluded that the Settlement set forth herein
27 constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiffs asserted against
28

1 Zūm, including the claims on behalf of the Settlement Class Members, and that it promotes the best
2 interests of the Settlement Class Members.

3 13.11 To the extent permitted by law, all agreements made and orders entered during the course
4 of the Action relating to the confidentiality of information shall survive this Settlement Agreement.
5 This includes, but is not limited to, the Parties' agreement that Plaintiffs, Defendant, and their
6 respective counsel will not make any public disclosure of the Settlement or the Memorandum of
7 Understanding, dated August 25, 2021, until after the filing of the Motion for Preliminary Approval.
8 Notwithstanding the foregoing, the Parties agree that Defendant may make such disclosures that in
9 Defendant's judgment are required in the ordinary course of business. Class Counsel will take all
10 steps necessary to ensure that Plaintiffs are aware of, and will encourage them to adhere to, the
11 restriction against any public disclosure of the Settlement until the Motion for Preliminary Approval
12 is filed. Thereafter, Class Counsel and Plaintiffs agree not to publicize the terms of the Settlement
13 with the media, including but not limited to, any newspaper, journal, magazine, website and/or on-line
14 reporter of settlements.

15 13.12 The waiver by one Party of any breach of this Settlement Agreement by any other Party
16 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

17 13.13 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
18 among the Parties, and no representations, warranties, or inducements have been made to any Party
19 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and
20 covenants contained and memorialized in this Settlement Agreement and its Exhibits. This Settlement
21 Agreement supersedes and replaces the Parties' Memorandum of Understanding, dated August 25,
22 2021, and any other agreements, except as described herein.

23 13.14 This Settlement Agreement may be executed in one or more counterparts. All executed
24 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel
25 for the Parties to this Settlement Agreement shall exchange among themselves original signed
26 counterparts.
27
28

1 13.15 The Parties hereto and their respective counsel agree that they will use their best efforts
2 to obtain all necessary approvals of the Court required by this Settlement Agreement and to resolve
3 any objections to the release of all Claims.

4 13.16 This Settlement Agreement shall be binding upon and shall inure to the benefit of the
5 successors and assigns of the Parties hereto, including any and all Released Parties and any
6 corporation, partnership, or other entity into or with which any Released Party hereto may merge,
7 consolidate, or reorganize.

8 13.17 This Settlement Agreement shall not be construed more strictly against one Party than
9 another merely because of the fact that it may have been prepared by counsel for one of the Parties, it
10 being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement,
11 all Parties hereto have contributed substantially and materially to the preparation of the Settlement
12 Agreement.

13 13.18 Except where this Settlement Agreement itself provides otherwise, all terms, conditions,
14 and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by
15 the Parties in entering into this Settlement Agreement.

16 13.19 This Settlement Agreement shall be governed by California law. Any dispute regarding
17 the Settlement Agreement shall first be presented to the mediator Charles Stohler to provide guidance
18 to the Parties before the Parties seek any party seeks other recourse. Following this initial guidance,
19 any action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in Los
20 Angeles Superior Court, which shall retain jurisdiction over all such disputes. This paragraph relates
21 solely to the law governing this Settlement Agreement and any action based thereon, and nothing in
22 this paragraph shall be construed as an admission or finding that California law applies to the Released
23 Claims of Plaintiffs or Settlement Class Members who reside outside of the state.

24 13.20 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
25 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
26 Agreement.

1 13.21 The headings used in this Settlement Agreement are for the convenience of the reader
2 only, and shall not affect the meaning or interpretation of this Settlement Agreement.

3 13.22 In construing this Settlement Agreement, the use of the singular includes the plural (and
4 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

5 13.23 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
6 her or its independent judgment and upon the advice of his, her or its counsel, and not in reliance upon
7 any warranty or representation, express or implied, of any nature of any kind by any other Party, other
8 than the warranties and representations expressly made in this Settlement Agreement.

9 13.24 Each counsel signing this Settlement Agreement on behalf of his/her/its clients who are
10 unable to sign the Agreement on the date that it is executed by other Parties represents that such
11 counsel is fully authorized to sign this Settlement Agreement on behalf of his/her/its clients; provided,
12 however, that all Parties who have not executed this Agreement on the date that it is executed by the
13 other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1)
14 week after the Agreement has been executed by counsel.

15
16 IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFFS:

17
18 Dated: 10/22/2021 *Robina Contreras*
Plaintiff Robina Contreras

19
20 Dated: 10/22/2021 *Gabriel Ets-Hokin*
Plaintiff Gabriel Ets-Hokin

21
22 IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

23
24 Dated: _____ ZUM SERVICES, INC.
25
26 _____
Vivek Garg, Chief Operating Officer

1 13.21 The headings used in this Settlement Agreement are for the convenience of the reader
2 only, and shall not affect the meaning or interpretation of this Settlement Agreement.

3 13.22 In construing this Settlement Agreement, the use of the singular includes the plural (and
4 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

5 13.23 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
6 her or its independent judgment and upon the advice of his, her or its counsel, and not in reliance upon
7 any warranty or representation, express or implied, of any nature of any kind by any other Party, other
8 than the warranties and representations expressly made in this Settlement Agreement.

9 13.24 Each counsel signing this Settlement Agreement on behalf of his/her/its clients who are
10 unable to sign the Agreement on the date that it is executed by other Parties represents that such
11 counsel is fully authorized to sign this Settlement Agreement on behalf of his/her/its clients; provided,
12 however, that all Parties who have not executed this Agreement on the date that it is executed by the
13 other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1)
14 week after the Agreement has been executed by counsel.

15
16 IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFFS:

17
18 Dated: _____ Plaintiff Robina Contreras


19
20 Dated: _____ Plaintiff Gabriel Ets-Hokin

21
22 IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

23
24 Dated: 11/05/2021 ZUM SERVICES, INC.
25 Vivek Garg
26 Vivek Garg, Chief Operating Officer

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 Dated: 10/22/2021
4 _____


5 _____
6 Shannon Liss-Riordan
7 Adelaide Pagano
8 Anne Kramer
9 Lichten & Liss-Riordan, P.C.
10 *Attorneys for Plaintiffs Robina Contreras, Gabriel Ets-*
11 *Hokin and the Class and PAGA Members*

8 Dated: _____
9

10 _____
11 K. KAYVAN IRADJPAHAH
12 ASHLEY J. BRICK
13 Littler Mendelson, P.C.
14 *Attorneys for Defendant Zūm Services, Inc.*

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IT IS SO AGREED AS TO FORM BY COUNSEL:

Dated: _____

Shannon Liss-Riordan
Adelaide Pagano
Anne Kramer
Lichten & Liss-Riordan, P.C.
*Attorneys for Plaintiffs Robina Contreras, Gabriel Ets-
Hokin and the Class and PAGA Members*

Dated: November 6, 2021



K. KAYVAN IRADJAPANAH
ASHLEY J. BRUCK
Little Mendelson, P.C.
Attorneys for Defendant Zūm Services, Inc.

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