

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND FINAL APPROVAL HEARING**

*Contreras v. Zūm Services, Inc.*, Case No. 19STCV43062 (LA Sup. Ct.)

***The Court authorized this notice. This is not a solicitation from a lawyer.***

Pursuant to the Order of the Superior Court for the State of California for the County of Los Angeles, you are hereby notified that a proposed settlement has been reached in the above-referenced cases brought on behalf of the following individuals:

The Settlement Class: all drivers who applied to Zūm and were paid by Zūm for completing one or more rides booked directly through Zūm’s online platform or mobile application, within the State of California at any time during the period from November 27, 2015 to December 15, 2021.

You have been identified by Zūm records as a member of the Settlement Class. **Please read this entire notice carefully. It may affect your legal rights to money you may be owed.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>Participate in the Settlement</b>	If you wish to receive a share of the Settlement proceeds, <b>you must submit a Claim Form, which you can do electronically or by mail, as explained below in <a href="#">paragraph 12</a>. In order to receive your share of the Settlement if the Court grants final approval of the Settlement, please return this form no later than March 22, 2022.</b> If you do not submit a claim form and you do not opt out of the settlement, then you will be bound by the Settlement but will not receive a share of the settlement proceeds.
<b>Exclude Yourself from the Settlement (Opt-Out)</b>	If you do not want to participate in the Settlement, you must mail or email a written Request for Exclusion to the Settlement Administrator postmarked no later than March 22, 2022, or else you will be bound by the Settlement and the Release if the Court grants final approval of the Settlement. Please refer to <a href="#">paragraph 13</a> below for instructions on excluding yourself.
<b>Object to the Settlement</b>	If you wish to object to the Settlement, you may mail or email a written objection to the Settlement Administrator postmarked or emailed no later than March 22, 2022, or make your objection at the Fairness Hearing. However, if you choose to object, you will remain bound by the Settlement and will release your claims against Zūm if the Settlement is ultimately approved. A Settlement Class Member can object and submit a Claim Form, but a Settlement Class Member cannot object and opt out of the Settlement. Please refer to paragraph 14 below for instructions on objecting.
<b>Participate in the Hearing</b>	If you submit a written objection to the Settlement, you may also indicate in the objection whether you wish to appear and be heard at the time of the Fairness Hearing. You may also appear and be heard at the Fairness Hearing without submitting a written objection. Remember that Settlement Class Members who object remain part of the settlement class and shall be bound by the Settlement.
<b>Do Nothing</b>	If you do nothing with respect to this notice, and the Court grants final approval of the Settlement, you will not receive a share of the Settlement and you will be bound by the terms of the Settlement, including the Release of Claims against Zūm.

**Which option you choose is entirely up to you. No matter your choice, it will not impact your relationship with Zūm.**

**YOUR RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.**

www.ZumDriverSettlement.com

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## GENERAL INFORMATION REGARDING THIS NOTICE

### WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached in the case titled *Contreras v. Zūm Services, Inc.*, Case No. 19STCV43062, Los Angeles Superior Court (the “Action”). This case alleges that Zūm has misclassified its drivers and violated the Labor Code as a result. As described further below, the Second Amended Complaint in this case, filed for settlement purposes, includes claims for expense reimbursement, minimum wage and overtime, willful misclassification, failure to provide meal and rest breaks, failure to provide itemized wage statements, waiting time penalties, failure to provide all wages when due, unfair competition, requiring drivers to sign illegal contracts, and claims under the Private Attorney General Act (“PAGA”). The Court has preliminarily approved the Settlement and has directed the parties to notify the Settlement Class Members of the Settlement.

You have received this notice because Zūm’s records indicate that you are a Settlement Class Member. This notice is designed to inform you of how you can claim a share of the Settlement payment, elect not to participate in the Settlement, or object to the Settlement.

### WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim they and others who used the Zūm platform to complete rides have been improperly classified as independent contractors by Zūm, and have sought relief under various California Labor Code Provisions, Section 17200 of the California Business and Professions Code, and the Private Attorney General Act of 2004 (“PAGA”) on behalf of the state of California and California Zūm drivers. Plaintiffs primarily seek reimbursement of their necessary business expenses, which they contend is required by California law, but they have also brought claims for minimum wage, overtime, and numerous other wage violations.

Zūm denies Plaintiffs’ allegations and instead contends, among other things, that those who used the Zūm platform to complete rides were correctly classified as independent contractors.

The Court has not ruled whether either party is correct.

After good-faith negotiations with an experienced, neutral mediator, in which both sides recognized the substantial risk of an uncertain outcome, the parties agreed to settle their dispute pursuant to the terms and conditions of a negotiated Settlement. The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by Zūm that Plaintiffs’ claims have merit or that it has any liability to Plaintiffs or the proposed Settlement Class on the claims in the Action.

## SUMMARY OF THE SETTLEMENT

### WHO IS INCLUDED IN THE SETTLEMENT?

You have received this notice and are included in the Settlement because Zūm’s records show that you fall within the following definition:

The Settlement Class: all drivers who applied to Zūm and were paid by Zūm for completing one or more rides booked directly through Zūm’s online platform or mobile application, within the State of California at any time during the period from November 27, 2015 to December 15, 2021.

## WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Settlement Fund is \$1,900,000. The Settlement Fund will fund payments to Settlement Class Members who submit a valid Claim Form. To be valid, a Claim Form must be filled out completely and submitted by the deadline of March 22, 2022 as described further in **paragraph 12**.
2. From this Settlement Fund, amounts will be deducted for attorneys' fees and costs in the amount that the Court approves, up to 33% of the total Settlement Fund (\$633,333.33); Class Representative Service Awards for the named Plaintiffs, in the amount the Court approves, estimated to be \$10,000 for each named Plaintiffs Robina Contreras and Gabriel Ets-Hokin (for a total of \$20,000); a payment to the Settlement Administrator for the costs of administering the Settlement that is not to exceed \$42,000 without leave of court; and a payment to the State of California for PAGA penalties, in the amount of \$112,500.
3. The remaining approximately \$1,092,166.67 will be distributed to those Settlement Class Members who submit a Claim. **Only those who submit a valid Claim Form will receive payment from the Settlement Fund.** The Settlement Fund will be allocated to Class Members proportionally to their miles driven while completing rides booked directly through the Zūm platform, with no claimant who submits a claim receiving less than \$10. **Settlement Class Members who do not submit a valid Claim Form will still be bound by this Settlement unless they opt out, meaning they will release their claims against Zūm for the period covered by the Settlement. If you want to participate in the Settlement and receive your payment, be sure to file your claim!**
4. Unclaimed funds will be re-distributed to all those Settlement Class Members who submit Claim Forms and whose second payment would be more than \$40; no amount of the Settlement Fund will revert to Zūm. After this redistribution of residual funds to all Settlement Class Members, any funds that are not claimed by the Settlement Class Members (for example, if an individual does not timely cash his or her check) will be donated to Legal Aid at Work. This organization is a non-profit that advocates for employees' rights in the workplace.
5. You **will be bound** by this Settlement if it is given final approval by the Court unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked or emailed by the deadline of March 22, 2022. If you do mail a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and **will not receive a Settlement share, but you will retain the right you may have, if any, to litigate or arbitrate your claim against Zūm.**
6. If the Court does not grant final approval of the Settlement, does not enter the Final Approval Order or if the Court's Final Approval Order is reversed in whole or in part on appeal, the parties have no obligations under the Settlement, and Settlement Class Members will not receive payments. In other words, it will be as if this Settlement were never reached; Zūm will not have to pay any funds or keep any of the promises made as part of the Settlement, and Settlement Class Members will not release their claims against Zūm.
7. The Court has appointed Simpluris to act as the Settlement Administrator to administer the Settlement. The Settlement Administrator serves as a neutral, third-party who collects claim forms, requests for exclusion, and objections, adjudicates disputes, calculates payments, mails and reissues checks, and performs other tasks necessary to administer the Settlement.
8. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Settlement Class Members who have not opted out, and the judgment will bar all Settlement Class Members from bringing any claims released in the Settlement, including but not limited to, claims related to allegations of independent contractor misclassification (the "Released Claims"). The release is described below:

any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, pursuant to any theory of recovery against Zūm arising from November 27, 2015 through December 15, 2021, for any type of relief that can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief (with the exception of any claims which

cannot be released as a matter of law), that could be brought based on the allegations in the Action, including but not limited to any claims or factual allegations set forth in the Complaint, First Amended Complaint, and/or Second Amended Complaint, namely Zūm's alleged misclassification of the Settlement Class as independent contractors. The claims released pursuant to this paragraph specifically include, without limitations, a release of claims under Cal. Labor Code §§ 1194, 1197, 510, 554, 1194, 1198, 226.8, 432.5, 2802, 226.7, 512, 201-203, 226, 204, and 210 and IWC Wage Order No. 9-2001, the Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.*, unlawful and/or unfair business practices (Cal. Bus. Prof. Code § 17200, *et seq.*), in connection with claims related to independent contractor misclassification; as well as any other claims under the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders; and all of their implementing regulations and interpretive guidelines, as well as any other similar state, local, or common law claims that relate to independent contractor misclassification. The release does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims filed with the appropriate agency for the recovery of workers' compensation benefits.

All Settlement Class Members who do not timely and formally opt out of the Settlement by requesting exclusion as described below shall be bound by this release for all claims, except that all Settlement Class Members (even those who do opt out) will still release their PAGA claims through December 15, 2021. To be valid, a Claim Form must be signed without any deletion or amendment to its language.

If you wish to contact the Settlement Administrator, you may do so at (888) 369-6081 or [ZumDriverSettlement@simpluris.com](mailto:ZumDriverSettlement@simpluris.com).

9. Plaintiffs, as Class Representatives, and Class Counsel, support the Settlement. Their reasons include the risk of being unable to pursue this case as a class action on behalf of all Class Members, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case would be uncertain. As an alternative to participating in the Settlement, Settlement Class Members who opt out and who have arbitration agreements with Zūm may still pursue individual arbitration against Zūm to potentially recover alleged damages for the violations; however, Class Counsel recognizes that this may not be an appealing option for many Settlement Class Members. Therefore, upon careful consideration of all the facts and circumstances of this case, as well as the potential damages that could be recovered, Class Counsel believes that the Settlement is fair, reasonable, and adequate.
10. If more than ten percent (10%) of Settlement Class Members exercise their right to opt out of the Settlement, Zūm can decide to terminate the settlement, meaning that it will be as if this settlement were never reached; Zūm will not have to pay any funds or comply with any obligations made as part of the settlement, and Class Members will not release their claims against Zūm.

#### WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

#### 11. Participating in the Settlement:

To submit a claim electronically, **click on this link**, or go to [www.ZumDriverSettlement.com](http://www.ZumDriverSettlement.com) and enter your Claimant ID and Verification Number, provided below. This will take you to a webpage to submit your Claim online by providing your name, address, telephone number, email, and Social Security or Tax ID Number. You can submit a claim in under five minutes.

Claimant ID: «SIMID»

Verification Number: «VerificationID»

To submit a claim by paper, please complete and return the enclosed claim form (which you will have received if you are receiving this notice by mail). If you need a paper claim form, please contact the Settlement Administrator (888) 369-6081 or [ZumDriverSettlement@simpluris.com](mailto:ZumDriverSettlement@simpluris.com).

**In order to receive a monetary payment from this Settlement, please submit your claim no later than March 22, 2022.**

**12. Receiving a Settlement Payment: If you wish to receive payment from this Settlement, please submit a valid and timely Claim Form no later than March 22, 2022.**

Settlement Class Members' shares will be calculated based on the number of miles driven by a Settlement Class Member during the Settlement Class Period while completing rides booked directly through Zūm's online platform or mobile application, as determined by Zūm.

**According to Zūm's records, you have driven an estimated «MERGED\_ClassMiles» miles.**

These miles do not have a value fixed at a particular dollar amount; that amount will vary depending upon many factors, including how many Settlement Class Members submit a claim and are receiving payments under this Agreement and the amount ultimately awarded in attorneys' fees and Class Representative Service Awards to the named Plaintiffs.

If you do not agree with your estimated miles, you can inform the Settlement Administrator at any time on or before **March 7, 2022**. To contest your number of miles, you must provide documentation showing that you drove more miles than estimated in this Notice.

If the Court approves the Settlement, checks will be sent to all Settlement Class Members who submitted valid claims. **These checks will expire after approximately six months (181 days) from the date they were mailed. You must cash your check prior to this date.** If you misplace your check prior to the expiration date, please notify the Settlement Administrator at (888) 369-6081 or ZumDriverSettlement@simpluris.com.

With respect to PAGA penalties, 25% of the PAGA penalties (totaling \$37,500) will be distributed based on each individual driver's mileage, set forth above. Any Settlement Class Member from California who files a Claim Form will have his or her share of the PAGA penalties added to their settlement share.

**13. Excluding Yourself from the Settlement (Opt-Out):** If you do not wish to participate in the Settlement, you must mail or email a Request for Exclusion to the Settlement Administrator. The Request for Exclusion must include: (1) the Settlement Class Member's name, address, and telephone number; (2) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member (who is not the class member's counsel). Signatures may be physical ("wet ink") signatures or electronic signatures, provided that there is an electronic certificate authenticating the signature and IP address, such as that provided by DocuSign. Alternatively, if the Request for Exclusion is emailed from the email address associated with the Settlement Class Member's Zūm account, the requirement to sign the request is waived. If you no longer have access to the email address linked to your Zūm account, you can log into your Zūm account and update your contact information with your new email address. Nothing about the Settlement's opt-out procedure prevents counsel (a) from reviewing the Settlement with the client, (b) from advising the client on whether participating in or opting out of the Settlement is in the client's (as opposed to counsel's) best interest, or (c) from preparing the opt-out request for their client to sign (e.g., including the requisite information such as the Settlement Class Member's name, address, and telephone number, and a clear and unequivocal statement that the individual wishes to be excluded).

The Request for Exclusion must be completed, signed, and mailed or emailed to the Settlement Administrator at the address identified below, postmarked no later than March 22, 2022. **A Settlement Class Member who fails to return a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement and the Judgment, regardless of whether he or she has objected to the Settlement.** Requests for Exclusion must be exercised individually by the Settlement Class Member (or their Legally Authorized Representative who is not the Settlement Class Member's counsel), even if the Settlement Class Member is represented by counsel. Attempted collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the

Settlement Class and will not be eligible to receive a payment. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Zūm. A Request for Exclusion that does not fulfill the requirements above will be deemed invalid.

If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected. If a Settlement Class Member submits both a Claim and a Request for Exclusion from the Settlement, the Settlement Class Member will be given an opportunity to clarify his or her response.

**Please note that Requests for Exclusion do not apply to the release of PAGA claims contemplated by the Settlement.** Settlement Class Members who validly and timely submit a Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims, and therefore any PAGA claims that any Settlement Class Member may possess for the Settlement Class Period shall be extinguished if the Court approves the Settlement.

**There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement, elects not to participate in the Settlement, or objects to the settlement.**

14. **Objecting to the Settlement:** If you think the settlement is unfair and should not be given final approval, you may mail or email an objection to the Settlement Administrator. You may also attend the Fairness Hearing and make your objection to the Court at that time, without submitting an objection to the Settlement Administrator. If you choose to object to any aspect of the Settlement (including to the Settlement itself, the request for attorney's fees, or the Class Representative Service Awards), you can still submit a Claim Form; however, you cannot object and opt out of the Settlement. If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected.

If you choose to object, you will remain a Settlement Class Member and will be deemed to have waived the right to pursue any independent remedy against Zūm for the claims being released in the Settlement.

If the Court does not give final approval to the Settlement, no settlement payments will be sent out and the lawsuit will continue.

All written objections and supporting papers must be mailed or emailed to the Settlement Administrator at the Settlement Administrator's address or email address below and be postmarked on or before March 22, 2022. All objections must be in writing and contain at least the following: (1) a clear reference to the case, which is *Contreras v. Zūm Services, Inc.*, Case No. 19STCV43062 in the Superior Court of the State of California, County of Los Angeles; (2) your name, current address, and telephone number; (3) a description of why you believe the settlement is unfair; and (4) a signature by the objecting class member if the request is being mailed. A signature is not required on an emailed objection provided that it is sent from the email address associated with the Settlement Class Member's Zūm account.

15. **Participating in the Final Approval Hearing:** You may appear and object at the Final Approval Hearing in person or appear through counsel of your choice, paid at your own expense, and be heard at the time of the Final Approval Hearing, if you wish to do so. **If the Court overrules your objection and gives final approval to the Settlement, you will be bound by the terms of the Settlement and receive a Settlement Payment if you submitted a Claim.**
16. **Keep Your Information Up to Date:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.
17. **The Settlement Administrator's Address & Email Address.** You may send a paper/hard copy Claim Form, Request for Exclusion, or Objection to the Settlement Administrator at the following mailing address:

*Contreras v. Zūm Services, Inc.* Settlement Administrator  
P.O. Box 26170  
Santa Ana, CA 92799  
ZumDriverSettlement@simpluris.com

## CLASS COUNSEL

Contact information for Class Counsel is provided below:

Shannon Liss-Riordan  
Lichten & Liss-Riordan, P.C.  
729 Boylston Street, Suite 2000  
Boston, MA 02116  
www.llrlaw.com  
Phone: (617) 994-5800  
[claims@llrlaw.com](mailto:claims@llrlaw.com), Firm Settlement Administrator

## FINAL SETTLEMENT APPROVAL HEARING

The Court has scheduled the Settlement Fairness Hearing for 9:00 a.m. on March 25, 2022, in the Superior Court for the County of Los Angeles, Department 51, 111 North Hill Street, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Service Awards and the Class Counsel Award and Costs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time, as the hearing may be rescheduled without further notice.

## GETTING MORE INFORMATION

This notice summarizes the proposed settlement. For more precise terms and conditions of the Settlement, please contact Class Counsel (contact information above), visit the Settlement website at [www.ZumDriverSettlement.com](http://www.ZumDriverSettlement.com), or contact the Settlement Administrator at (888) 369-6081. Notice of entry of final judgment will be provided on the Settlement website.

**PLEASE DO NOT TELEPHONE THE COURT, ZŪM OR ZŪM'S COUNSEL  
FOR INFORMATION!**

**YOU MAY CALL THE SETTLEMENT ADMINISTRATOR OR  
CLASS COUNSEL LISTED ABOVE.**

Dated: December 15, 2021.  
By Order of the Court