



**FILED**  
San Francisco County Superior Court

JUN 25 2025

CLERK OF THE COURT  
BY: Edmund J. [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
DEPARTMENT 304

SPYNSIR TUCKER, for herself, all other  
similarly situated individuals, and the general  
public,

Plaintiff,

v.

ZUM SF, INC., ZUM SERVICES, INC.,  
RITU NARAYAN, ABISHEK GARG, AND  
VIVEK GARG,

Defendants.

Case No. CGC-22-598935

ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT

Plaintiff Spynsир Tucker ("Plaintiff") filed a motion for preliminary approval of class action settlement and PAGA settlement. The Court, having reviewed the motion, including the Class and Representative Action Settlement Agreement and Release and amendment thereto (the "Agreement," "Settlement," or "Settlement Agreement"), and the papers and pleadings on file in this action, hereby grants Plaintiff's motion.<sup>1</sup> The Court finds and concludes as follows.

<sup>1</sup> "Agreement," "Settlement," or "Settlement Agreement" refers to the Amended Class and Representative Action Settlement Agreement and Release attached as Exhibit A to the Revised Motion for Preliminary Approval of Class Action and PAGA Settlement filed on June 9, 2025 as well as Amendment No. 1 to Amended Class and Representative Action Settlement Agreement and Release filed on June 20, 2025.

1           1.       Unless otherwise specified, capitalized terms in this Order Granting Preliminary  
2 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order") have the same  
3 meaning as defined in the Agreement.

4           2.       The Settlement Agreement is preliminarily approved. The Court determines on a  
5 preliminary basis that the Agreement falls within the range of possible approval that could  
6 ultimately be given final approval by this Court as fair, reasonable, and adequate, and that the final  
7 determination of these issues will be made at the Final Approval Hearing (referred to in the  
8 Agreement as the "Fairness Hearing"). More specifically, the Court finds on a preliminary basis  
9 that:

10                   (a)       The Settlement provides for a Gross Settlement Amount of two million, five  
11 hundred thousand dollars and no cents (\$2,500,000.00) that Defendants will pay into the settlement  
12 fund pursuant to the terms and timing specified in the Agreement. The Settlement further provides  
13 that the Net Settlement Fund shall be calculated by subtracting the following amounts (subject to  
14 Court approval) from the total of the Gross Settlement Amount: (1) the Class Counsel Award (not  
15 to exceed \$875,000.00 in attorneys' fees plus no more than \$28,000.00 in litigation costs); (2) all  
16 Settlement Administration Costs (not to exceed \$18,975.00); (3) the Class Representative  
17 Enhancement Payment (not to exceed \$20,000.00); and (4) the amount allocated under the Private  
18 Attorneys General Act of 2004, California Labor Code section 2698 et seq. ("PAGA") (i.e.,  
19 \$250,000.00), including the payment to the California Labor Workforce and Development Agency  
20 ("LWDA") and the PAGA Group Amount distributed to the PAGA Group. The Net Settlement  
21 Fund, to be disbursed to Settlement Class Members who have not excluded themselves from the  
22 Settlement, is estimated to be \$1,308,025.00. If the Settlement is approved, the full amount of the  
23 Net Settlement Fund will be paid out to Settlement Class Members who do not exclude themselves  
24 from the Settlement in accordance with the terms of the Agreement.

25                   (b)       The Settlement does not improperly grant preferential treatment to the class  
26 representative or segments of the class.

27                   (c)       Sufficient inquiry, investigation, and discovery have been conducted so that  
28 counsels for the Parties are able to reasonably evaluate their respective positions.

1 (d) The Agreement has been reached as a result of non-collusive, arms-length  
2 negotiations, supporting a presumption of fairness.

3 3. The Court finds that distribution of the Notice, substantially in the form attached as  
4 Exhibit D to Plaintiff's motion for preliminary approval of class action and PAGA settlement filed  
5 June 11, 2025 via e-mail (if available) and First-Class U.S. Mail to Class Members (a) constitutes  
6 the best notice practicable under the circumstances, (b) constitutes valid, due, and sufficient notice  
7 to all members of the Class, and (c) complies fully with the requirements of California Code of  
8 Civil Procedure section 382, California Rules of Court, rules 3.766 and 3.769, the California and  
9 United States Constitutions, and other applicable law.

10 4. For settlement purposes only, the Court conditionally finds the Class is so numerous  
11 that joinder of all Class Members is impracticable, Plaintiff's claims are typical of the Class's  
12 claims, there are questions of law and fact common to the Class, which predominate over any  
13 questions affecting only individual Class Members, the Plaintiff is an adequate representative of  
14 the Class, and class certification is superior to other available methods for the fair and efficient  
15 resolution of the controversy.

16 5. The Class is provisionally certified for settlement purposes only as a class of: all  
17 individuals employed by Zum SF, Inc. as drivers in the State of California at any time between  
18 March 29, 2018, and the date of preliminary approval.

19 6. Plaintiff Spynsir Tucker is conditionally appointed as the class representative to  
20 implement the Parties' Settlement in accordance with the Agreement. David Cohen and James  
21 Zouras of Stephan Zouras, LLC and Leah Jones and Joshua Buck of Thierman Buck LLP are  
22 conditionally appointed as Class Counsel. Class Counsel is conditionally authorized to act on  
23 behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant  
24 to the Settlement, and such other acts necessary to finalize the Settlement Agreement and its terms.  
25 Any Class Member may enter an appearance through his or her own counsel at such Class  
26 Member's own expense. Any Class Member who does not enter an appearance or appear on his or  
27 her own behalf will be represented by Class Counsel for settlement purposes only. Plaintiff and  
28 Class Counsel must fairly and adequately protect the Class's interests.

1           7.     Phoenix Settlement Administrators is hereby appointed as the Settlement  
2 Administrator for this case.

3           8.     Within seven (7) business days of this Preliminary Approval Order, Defendants  
4 shall provide the Class List to the Settlement Administrator. Within fourteen (14) business days of  
5 receiving the Class List, the Settlement Administrator will send the approved Notice (see ¶ 3, *supra*)  
6 by First-Class U.S. Mail to all Class Members for whom Defendants have provided a U.S. Postal  
7 address and by e-mail to all Class Members for whom Defendants have provided an e-mail address  
8 in the manner specified under Section 4 of the Agreement.

9           9.     The Response Deadline shall be sixty (60) calendar days from the initial mailing of  
10 the Notice to Class Members pursuant to Section 4 of the Agreement. In the event of a re-mailed  
11 Notice, the Response Deadline will be extended for an additional fifteen (15) calendar days for that  
12 individual Class Member.

13          10.    Settlement Class Members who have not submitted a timely and valid Request for  
14 Exclusion and who want to object to the Agreement must sign and submit a valid written Objection  
15 to the Settlement Administrator by U.S. Mail or e-mail on or before the Response Deadline. The  
16 date the Objection is sent, as evidenced by the postmark or email time stamp, shall be the exclusive  
17 means to determine whether it has been timely submitted. The Settlement Administrator will  
18 provide copies of all such Objections to Class Counsel and Defendants' counsel weekly and will  
19 also provide a Final Response Report within five (5) calendar days of the Response Deadline. Any  
20 Class Member may appear and speak at the Fairness Hearing regardless of whether they submitted  
21 a written Objection or provided notice of their intent to appear.

22          11.    Any Class Member wishing to opt out from the Settlement must sign and submit a  
23 valid written Request for Exclusion to the Settlement Administrator by U.S. Mail or email on or  
24 before the Response Deadline. The date the Request for Exclusion is sent, as evidenced by the  
25 postmark or email time stamp, shall be the exclusive means to determine whether it has been timely  
26 submitted. Class Members who submit a timely and valid Request for Exclusion will not be bound  
27 by the Class Settlement and will have no standing to object to the Settlement; however, they will  
28 be bound by the PAGA Release and will be entitled to a pro rata share of the PAGA Group Amount

1 regardless of whether they opt out.

2 12. If a Class Member wishes to dispute the number of Workweeks with which he or  
3 she has been credited, the Class Member must submit a Workweek Dispute to the Settlement  
4 Administrator by U.S. Mail or email on or before the Response Deadline. The date the Workweek  
5 Dispute is sent, as evidenced by the postmark or email time stamp, shall be the exclusive means to  
6 determine whether it has been timely submitted. The Settlement Administrator will inform any  
7 Class Member who submits a Workweek Dispute of the outcome of the dispute.

8 13. Nothing in this Preliminary Approval Order is, or may be construed as, an admission  
9 or concession on any point of fact or law by or against any Party.

10 14. All discovery and pretrial proceedings and deadlines in the Action are stayed and  
11 suspended until further notice from the Court, except for such actions as are necessary to implement  
12 this Preliminary Approval Order and the Settlement Agreement.

13 15. On October 22, 2025 at 11:00 a.m., this Court will hold a Fairness Hearing to  
14 determine whether the Agreement should be finally approved as fair, reasonable, and adequate.  
15 Plaintiff's motion for final approval of the Settlement and all papers supporting the Class Counsel  
16 Award and Class Representative Enhancement Payment must be filed at least sixteen court days  
17 prior to the Fairness Hearing. Any additional papers supporting final approval, including the  
18 Settlement Administrator declaration and any response to Objections to the Agreement, must be  
19 filed no later than five court days prior to the Fairness Hearing.

20 16. The Court reserves the right to adjourn or continue the date of the Fairness Hearing  
21 and all dates provided for in the Agreement. Any Class Members who submit timely written  
22 Objections shall receive notice if the Fairness Hearing is continued.

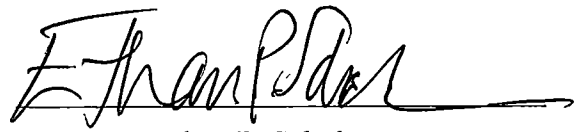
23 17. The Court retains jurisdiction to consider further applications concerning the  
24 Settlement.

25 18. Class Counsel must submit a copy of this Preliminary Approval Order to the LWDA  
26 within ten days of entry pursuant to Labor Code § 2699(s)(3).

27 IT IS SO ORDERED.  
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Dated: June 25, 2025



Ethan P. Schulman  
Judge of the Superior Court

**CERTIFICATE OF ELECTRONIC SERVICE**

(CCP sec. 1010.6(6) & CRC 2.260(g))

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 25, 2025, I electronically served:

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: JUN 25 2025

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk