



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

FILED
San Francisco County Superior Court
OCT 29 2025
CLERK OF THE COURT
BY: *Edward J. Lee*
Deputy Clerk

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 FINAL
APPROVAL OF AMENDED CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

First Amended Complaint Filed: January 25,
2025

Plaintiff's Unopposed Motion for Final Approval of Amended Class and Representative Action Settlement came before the Court for hearing on October 22, 2025. This Court reviewed: (a) the motion and the supporting papers, including the Settlement Agreement¹ and all amendments thereto, (b) the information provided by the Settlement Administrator, (c) counsels' arguments at the Final Approval hearing on October 22, 2025; and (d) Plaintiff's supplemental submission of their attorneys' detailed cost reports. Based on this review, the Court hereby finds and orders as follows.

1. Unless otherwise specified, terms in this Order Granting Final Approval of the Amended Class and Representative Action Settlement Agreement and Release (the "Final Approval Order") shall have the same definition as used in the Settlement Agreement.

¹ "Settlement" or "Settlement Agreement" refers collectively to the Amended Class and Representative Action Settlement Agreement and Release and Amendment No. 1 thereto, attached as Exhibit A to Plaintiff's Unopposed Motion For Final Approval Of Class Action And PAGA Settlement filed October 1, 2025; and Amendment No. 2 To Amended Class And Representative Action Settlement Agreement And Release filed October 20, 2025.

1 **2.** The Court finds that the Settlement Agreement was entered into in good faith, that
2 it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements
3 for final approval of this class action settlement. As such, the Court hereby grants final approval
4 of the Settlement Agreement and directs the parties to effectuate the Settlement Agreement
5 according to its terms.

6 **3.** Pursuant to the Court's Preliminary Approval Order, the Settlement
7 Administrator, Phoenix Settlement Administrators, has complied with the approved notice
8 process as confirmed in its declaration filed with the Court. The Court finds that the notice
9 provided was the best notice practicable under the circumstances thereby, satisfying due process
10 requirements.

11 **4.** In response to the notice, two putative class members, Latreece Huckleby and
12 Nathan Pinson, requested to be excluded from the Settlement. This Order is binding on all
13 Settlement Class Members, except the two who requested exclusion from the Settlement. The
14 Court hereby excludes those persons from the Settlement Class and the Settlement.

15 **5.** With respect to the Settlement Class and for the purpose of approving the
16 Settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable
17 and so numerous that joinder of all members is impracticable, (b) there are questions of law or
18 fact common to the Class Members, and there is a well-defined community of interest among
19 Class Members with respect to the subject matter of the claims in the Litigation, (c) Plaintiff's
20 claims are typical of the claims of the Class Members, (d) Plaintiff has fairly and adequately
21 protected the interests of the Settlement Class Members, (e) a class action is superior to other
22 available methods for an efficient adjudication of this controversy, and (f) the counsel of record
23 for Plaintiff, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual
24 and representative capacities and for the Settlement Class.

25 **6.** Pursuant to California Code of Civil Procedure section 382, the Court finally
26 certifies, for settlement purposes only, the following Settlement Class: All individuals employed
27

by Zum SF, Inc. as drivers in the State of California at any time between March 29, 2018, and June 25, 2025.

7. David Cohen of Stephan Zouras LLC and Leah Jones of Thierman Buck LLP are hereby confirmed as the appointed Class Counsel. Class Counsel has provided services and benefits to absent Class Members and expended efforts and resources to secure the benefits and are hereby awarded attorneys' fees and costs in the amounts of \$750,000 and \$26,227.74, respectively.

8. Plaintiff Spynsir Tucker prosecuted this lawsuit, worked with counsel, undertook the risks associated with litigation, acted to protect the Class's interests, and conferred a benefit on absent Class Members. The Court hereby appoints Plaintiff Spynsir Tucker as representative of the Settlement Class for settlement purposes only, and awards her an enhancement payment in the amount of \$7,500.00.

9. The designated Settlement Administrator, Phoenix Settlement Administrators, rendered services, and will continue to render services, in connection with administering the claims and settlement process, and is thus awarded administration fees in the amount of \$23,000.

10. The Court finds and determines that the individual settlement payments provided for by the terms of the Settlement Agreement are fair and reasonable. The Court hereby orders the payment of those settlement awards to the participating class members in accordance with the terms of the Settlement Agreement.

11. The Court finds and determines that payment to the California Labor and Workforce Development Agency ("LWDA") of 75% of the \$250,000.00 PAGA penalty amount in this case is fair, reasonable, and appropriate. The Court hereby awards the LWDA the amount of \$187,500.00 for its share of the settlement of civil penalties. The remaining 25% of the PAGA penalties, in the amount of \$62,500, is awarded to the class members.

12. The terms of the Settlement Agreement provide that Defendant will fund the total settlement amount of \$2,500,000 and pay Defendant's share of employer payroll taxes within

1 fifteen (15) calendar days after the Court enters an order granting final approval of the
2 Settlement. The Court hereby orders that Phoenix send settlement checks to the Class, the
3 enhancement award check to the Class Representative, the civil penalties allocation to the
4 LWDA, and attorneys' fees and costs to Class Counsel, and to make the payment to itself for its
5 settlement administration fees in accordance with Section 7 the Settlement Agreement.

6 **13.** Plaintiff and all Settlement Class Members who did not properly request
7 exclusion are: (1) deemed to have released and discharged the Released Parties from all
8 Released Claims under the Settlement Agreement, and (2) barred and permanently enjoined from
9 asserting, instituting, or prosecuting, either directly or indirectly, these Released Claims. The
10 full and complete terms of the releases described in this paragraph are set forth in Sections 1.27,
11 2.6, 2.7, and 2.8 of the Settlement Agreement. Section 2.6 is applicable only to Plaintiff.

12 **14.** Plaintiff and all Class Members shall on behalf of themselves and on behalf of the
13 State of California forever discharge, waive and release the Released Parties from any and all
14 claims or action for civil penalties under PAGA during the period from March 29, 2018 to June
15 25, 2025 based on or arising out of the factual allegations of the Complaint, First Amended
16 Complaint and the letter(s) sent by Plaintiff to the LWDA including, but not limited to, any and
17 all claims under California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.7, 227.3,
18 246, 247, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2698, 2699, 2699.3, 2699.5, and 2802. The
19 full and complete terms of the release described in this paragraph are set forth in Section 2.8 of
20 the Settlement Agreement.

21 **15.** A Status Conference is set for September 30, 2026 at 9:00 a.m. to allow time for
22 up to two distributions to the settlement class to occur, pursuant to Section 7.4 of the Settlement
23 Agreement. A status report, accompanied by an admissible evidentiary declaration, shall be filed
24 no later than five court days prior to the status conference. The status report must state: (1) the
25 date the settlement administrator distributed individual settlement payments; (2) the number of
26 checks issued; (3) the number of checks cashed; (4) the number of uncashed checks; (5) the total
27 amount of residual funds remaining after the first distribution; (6) whether a second distribution
28 occurred; and (6) the total amount of residual funds available for distribution to the *cy pres*

beneficiary after the first distribution (if less than \$100,000 remains unclaimed) or second distribution (if \$100,000 or more remains after the first distribution).

16. The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

17. Within ten (10) days of entry of this Final Approval Order and Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to California Labor Code section 2699, subdivisions (1)(3) & (4).

IT IS SO ORDERED.

Dated: October 29, 2025


Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE

(CCP 1010.6, and CRC 2.251)

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 October 29, 2025, I electronically served:

**ORDER GRANTING FINAL APPROVAL OF AMENDED CLASS AND
REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE**

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

Date: OCT 29 2025

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk