

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LYNN SCOTT, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

GRUBHUB INC.

Defendant.

Case No. 1:20-cv-06334

Honorable LaShonda A. Hunt

**DECLARATION OF ROSEMARY M. RIVAS IN SUPPORT OF PLAINTIFFS'
MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF
EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

I, Rosemary M. Rivas, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a member in good standing of the State of California and was admitted *pro hac vice* in this matter. I am partner with Gibbs Mura LLP, counsel of record for Plaintiffs and Class Representatives Lynn Scott, LLC; The Farmer's Wife, LLC; Thuan Luu; Old Crown, Inc.; 132 Degrees, LLC; MDR, LLC; Momobbq, Co., LLC; MF Tasty LLC; and Iowa City Coffee Company ("Plaintiffs"). I, along with Elizabeth A. Fegan of Fegan Scott LLC, were appointed by the Court as Class Counsel.

2. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto. I make this declaration in support of Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards. Below, I discuss in the following order: (a) a chronology of the case and summary of the work that we have performed in the litigation; (b) the firms' staffing of the case, aggregate lodestar, hourly rates, and breakdown of expenses to date; and (c) Plaintiffs' participation in the case.

I. CHRONOLOGY OF THE CASE AND SUMMARY OF THE WORK PERFORMED

A. January 2020 through July 2023: Class Counsel's Case Investigation, Filing of the Case, Grubhub's Motions to Stay, and the *CO Craft* Action

3. Since the inception of this litigation, Class Counsel have worked and continue to work on this case on a fully contingent fee basis, without any guarantee of compensation or reimbursement for the time and expenses they have incurred and devoted to this action.

4. Class Counsel filed the original complaint on October 26, 2020 after conducting a thorough investigation that began in January 2020. Among other things, we conducted

numerous interviews with affected restaurants to gather their facts, investigated Grubhub's practices and online complaints from restaurants, identified the potential claims and defenses, and researched the applicable law, including class certification decisions. We alleged a single claim for violation of the Lanham Act, 15 U.S.C. § 1125(a), on behalf of a nationwide class.

5. Instead of answering or responding to Plaintiffs' original complaint, Grubhub sought and obtained a number of extensions for responding to the complaint and then in January 2021, moved to stay the case pending settlement of another proposed class action overlapping with the case here that was filed in the District of Colorado and titled, *CO Craft, et al. v. Grubhub*, Case No. 1:20-CV-013270-NYW-NRN (D. Colo.) ("*CO Craft*"). Plaintiffs vigorously opposed the stay, but Judge Aspen granted it pending the outcome of *CO Craft*.

6. As part of the proposed settlement in *CO Craft*, Grubhub agreed to pay \$450,000 in attorneys' fees in exchange for a release that we believed encompassed the claims of the proposed class members in this case but provided them with no monetary relief. Our clients then intervened and objected to the proposed settlement as unreasonable, unfair, and inadequate.

7. On July 28, 2022, the District of Colorado denied preliminary approval of the proposed settlement in *CO Craft*. Consequently, we moved to lift the stay in this case on August 29, 2022, and Grubhub opposed because the parties in *CO Craft* reached an amended proposed settlement. On October 18, 2022, Judge Aspen denied Plaintiffs' motion to lift the stay and continued the stay of this action in light of the proposed amended settlement in *CO Craft*.

8. Although the case was stayed, we continued to investigate the case and began expert work on the case to develop a damages model for Plaintiffs' anticipated motion for class certification. We continued this expert work throughout the litigation until the parties resolved the case.

9. Grubhub and the plaintiffs in *CO Craft* filed another motion for preliminary approval of the proposed amended settlement on September 19, 2022. We analyzed the proposed amended settlement and on October 11, 2022, we filed objections in *CO Craft*.

10. On June 1, 2023, the District of Colorado denied preliminary approval of the proposed amended settlement presented in *CO Craft* based on Plaintiffs' objections. Grubhub and the plaintiffs in *CO Craft* abandoned the prospects of a class settlement. Grubhub reached individual settlements with the plaintiffs in *CO Craft* and the case was dismissed with prejudice except as to the class claims.

11. On June 8, 2023, we sought an order lifting of the stay, which Grubhub initially opposed but later agreed to. On July 24, 2023, the Parties formally agreed to lift the stay entered by Judge Aspen.

B. August 2023 through April 2024: The Filing of the Amended Complaint, Grubhub's Motion to Dismiss and Motion to Stay Discovery, Discovery and Early Resolution Efforts

12. In August 2023, Plaintiffs filed the First Amended Complaint to name additional restaurants and to update the facts based on their continued investigation.

13. The parties also began meeting and conferring regarding discovery when Grubhub stated its intention to seek a stay of discovery.

14. On September 29, 2023, Grubhub renewed its efforts to stay the case, which Plaintiffs again opposed. Grubhub ultimately withdrew its stay request.

15. On November 9, 2023, Grubhub filed a motion to dismiss Plaintiffs' First Amended Complaint. Grubhub argued that Plaintiffs failed to state their claims because: "(1) Plaintiffs, with the sole exception of ICCC, have not alleged valid and protectable trademarks,

either through federal registration or at common law; (2) Plaintiffs collectively fail to sufficiently allege a likelihood of confusion; and (3) Plaintiffs have not adequately alleged damages with specificity, as required when seeking monetary damages under the Lanham Act.” (ECF No. 95 at 3.)

16. On November 16, 2023, Grubhub also moved to stay class-wide discovery pending resolution of its motion to dismiss.

17. Plaintiffs researched and drafted oppositions to Defendant’s motion to dismiss and motion to stay class discovery, which they filed on December 6, 2023 and December 7, 2023, respectively.

18. On December 20, 2023, the Court held an in-person hearing on Grubhub’s motion to stay class discovery and after hearing oral argument, denied Grubhub’s motion, allowing class-wide discovery to proceed.

19. The Parties began serving written discovery on January 17, 2024, pursuant to this Court’s order of December 20, 2023. They also negotiated and agreed to (after several meet and confers) a protective order and protocol for the production of electronically stored information.

20. At the start of discovery, Plaintiffs served narrow document requests and interrogatories. They chose to focus on obtaining the documents that Grubhub produced in a suit filed by the City of Chicago against Grubhub involving similar allegations as those here. Grubhub served 129 document requests, 186 interrogatories, and 281 requests for admission on the named plaintiffs. The parties met and conferred extensively over these initial sets of discovery. Grubhub began producing documents in April 2024.

21. The parties agreed to attend private mediation in May 2024, and in advance, Grubhub produced informal discovery.

C. **May 2024 through May 2025: The Court's Order Granting the Motion to Dismiss, Discovery Continues, Grubhub's Motion to Strike the Class Allegations and Resolution Efforts**

22. The parties' first attempt at settlement was before private mediator Hunter Hughes Esq. Prior to mediating, Grubhub informally produced sales and profit information. The parties submitted detailed mediation briefs in advance of the May 22, 2024 mediation. The case did not resolve at that time.

23. On August 6, 2024, after considering the parties' full briefing, the Court issued a ruling on Grubhub's Motion to Dismiss. The Court denied the motion as to the false association (Count I) and trademark infringement claims (Count II) of Plaintiffs MF Tasty and Iowa City Coffee Company, denied the motion as to Plaintiffs' false advertising claim (Count I), and granted the motion as to the false association claim (Count I) of Plaintiffs Lynn Scott, The Farmer's Wife, Thuan Luu, Old Crown, 132 Degrees, MDR, and Momobbq. (ECF No. 152.) The Court granted Plaintiffs leave to file an amended complaint consistent with the Court's ruling by August 27, 2024. Plaintiffs amended the complaint to address the Court's ruling, and the Court ordered Grubhub to respond to the amended complaint.

24. On November 8, 2024, Grubhub moved to strike Plaintiffs' class allegations. Among other things, Grubhub argued that individual issues predominated over common issues making class certification inappropriate. Plaintiffs filed a robust opposition, emphasizing their collaboration with experts to develop potential class-wide damage models, including the disgorgement of Grubhub's profits. The Parties were awaiting the Court's ruling when they reached the Settlement.

25. Throughout this period, Plaintiffs continued with discovery. Plaintiffs served several rounds of written discovery, including six sets of requests for production, two sets of interrogatories, and requests for admission for a total of 141 written discovery requests. Plaintiffs sought and obtained, among other things, data relating to consumer confusion and financial data relevant to their prayer for disgorgement of profits. The Parties met and conferred extensively regarding Plaintiffs' discovery requests and Grubhub's responses thereto. The Parties resolved some issues on their own but on other issues, Plaintiffs filed four motions to compel before Magistrate Judge Fuentes.

26. Plaintiffs reviewed more than 90,000 pages of documents produced by Grubhub such as internal communications involving several Grubhub employees about the Place & Pay program, marketing presentations, and financial presentations regarding the Place & Pay program. Plaintiffs also deposed Mary Rappa, a marketing manager at Grubhub, and Plaintiffs were in the process of preparing for the deposition of Grubhub's 30(b)(6) witnesses when they reached the Settlement. Plaintiffs also served additional documents to Grubhub. Collectively, Plaintiffs responded to 658 written discovery requests, produced over 1,000 documents to Grubhub, and were preparing to sit for deposition.

27. During this period, Plaintiffs also collaborated with experts to develop potential class-wide damage models, including for the disgorgement of Grubhub's profits, as well as a consumer survey on likelihood of confusion.

28. Recognizing the risks and expense of continued litigation, the Parties engaged in settlement discussions over the course of a year. Their first attempt at settlement involved engaging in private mediation before experienced mediator Hunter Hughes, Esq., as discussed above.

29. On February 5, 2025, the Parties attended an in-person settlement conference before Magistrate Judge Fuentes that lasted a full-day. In advance of the settlement conference, the parties submitted and exchanged detailed settlement statements. While no resolution was reached that day, negotiations continued.

30. The parties participated in a second settlement conference with Magistrate Judge Fuentes on May 22, 2025, and reached a resolution on the material terms of settlement, including Grubhub's non-reversionary payment of \$7,154,586 in cash.

D. June 2025 through the present: Settlement Work and Administration

31. After reaching the material terms of the proposed class action settlement, we spent the next two months drafting a settlement agreement. We exchanged multiple drafts with Grubhub and continued negotiations over various terms.

32. We also issued requests for proposals to several claims administrators for the settlement administration and delivery of class notice to Class members. After reviewing and considering the submitted proposals, we selected Epiq.

33. On August 26, 2025, Plaintiffs moved for preliminary approval of the Class Action Settlement Agreement. In their motion, Plaintiffs explained that the settlement agreement provided for Grubhub to create a non-reversionary cash fund of \$7,154,586.00, that Class Counsel would seek no more than one-third of the fund as attorneys' fees, that Class Counsel would also seek reimbursement of all reasonable litigation expenses, and that Class Representatives would seek service awards up to \$20,000 each. On September 4, 2025, the Court granted preliminary approval after considering the papers and hearing oral argument, and entered a schedule for settlement-related events (including the filing of this motion) leading to the final approval hearing set for April 15, 2026.

34. Upon the Court's order granting preliminary approval, Class Counsel worked with the claims administrator on executing the notice program, including reviewing the final class notices, media campaign, and settlement website. On November 3, 2025, the claims administrator began sending out the Class Action Settlement Notice to all class members. We have been closely monitoring the claims rate and will report on that in the motion for final approval that is due on March 18, 2026.

II. Gibbs Mura LLP's Total Time and Expenses Incurred

35. We have invested substantial time and resources into this case, all while taking on the risk that the litigation would not be successful and might not result in any recovery at all.

36. We maintain detailed records regarding the time spent by attorneys and staff on this matter based on our firm's current billing rates. This information is prepared from contemporaneous and daily time records regularly prepared and maintained by the firm and our attorneys in the usual course and manner of business.

37. The hourly rates in my firm included in this matter are the same as the regular current rates charged for our services in non-contingent matters and/or which have been used recently in other class litigation.

38. I am generally familiar with the hourly rates typically charged by plaintiffs' class action firms in districts throughout the United States. The rates charged by my firm are commensurate with those prevailing in the market for such legal services furnished in complex class action litigation.

39. From inception through December 14, 2025, Gibbs Mura LLP has expended a total of 4,656.60 hours in attorney time in this litigation. The firm's lodestar as of December 14, 2025 is \$3,875,640.50. The lodestar for each biller is as follows:

Name	Position	Rate (\$)	Hours	Lodestar
Alex Bukac	Associate	\$ 475.00	141.2	\$ 67,070.00
Amanda Karl	Partner	\$ 840.00	40.3	\$ 33,852.00
Brian Johnson	Counsel	\$ 775.00	933.8	\$ 723,695.00
Geoffrey Munroe	Partner	\$ 915.00	729.3	\$ 667,309.50
Joshua Bloomfield	Counsel	\$ 900.00	256.7	\$ 231,030.00
Parker Hutchinson	Counsel	\$ 790.00	155.0	\$ 122,450.00
Rosanne Mah	Counsel	\$ 880.00	649.2	\$ 571,296.00
Rosemary Rivas	Partner	\$ 1,120.00	854.2	\$ 956,704.00
Steven Tindall	Partner	\$ 1,130.00	97.2	\$ 109,836.00
Wynne Tidwell	Associate	\$ 540.00	663.7	\$ 358,398.00
Zoe Witt	Litigation Assistant	\$ 250.00	136.0	\$ 34,000.00
Grand Total			4,656.60	\$ 3,875,640.50

40. The work performed and reflected above was reasonable and necessary to the prosecution and settlement of this case.

41. Detailed time records describing the work performed are available to the Court if requested for *in camera* review.

42. The lodestar will continue to grow. Specifically, we will spend additional time monitoring the notice and claims processing; responding to Class member inquiries; preparing the motion for final approval; preparing briefing in response to any objections; responding to any requests for additional information if made by the Court; and continuing to work with the claims administrator to ensure that all valid claims are paid.

43. I have had primary responsibility for the prosecution of the case and took efforts to ensure that the case was efficiently staffed and to avoid duplicative efforts. For example, we divided the document review amongst the firms. My firm or Fegan Scott took responsibility for drafting the pleadings in the case and we discussed the drafting and completion of projects to avoid duplication of efforts.

44. We have also incurred \$140,698.25 in expenses, which were necessary to litigate this action in the best interests of the Settlement Class and to achieve the proposed Settlement, as reflected below:

Expense Category	Total Amount
Copying-Internal	\$668.20
Experts/Consultants	\$55,048.50
Filing Fees	\$1,766
Litigation Support (ediscovery software & platform)	\$30,544.50
Mediation Fees	\$10,000
Work Strategy Meals	\$44.28
Postage & Delivery	\$96.07
Records Fees	\$139.90
Research (Westlaw and Pacer)	\$18,073.43
Transcripts (hearing and deposition)	\$4,976.70
Travel: Airfare	\$10,612.40
Travel: Ground Transport	\$1,935.97
Travel: Lodging	\$5,566.50
Travel: Meals	\$1,167.80
Travel: Parking	\$58
Grand Total:	\$140,698.25

III. PLAINTIFFS' PARTICIPATION IN THE LITIGATION

45. We have worked closely with Plaintiffs Lynn Scott, LLC; The Farmer's Wife, LLC; Thuan Luu; Old Crown, Inc.; 132 Degrees, LLC; MDR, LLC; Momobbq, Co., LLC; MF Tasty LLC; Iowa City Coffee Company; and Jack Tate d/b/a The Tin Pig, LLC, and they have all have actively participated in the prosecution of this case. Plaintiffs agreed to undertake the responsibilities of serving as a class representative and to act in the Settlement Class Members' best interests.

46. As reflected by their individual declarations filed concurrently with Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards, Plaintiffs have actively participated in this litigation by providing factual

support for multiple complaints, reviewing pleadings, responding to discovery and producing documents, preparing for deposition, attending mediation, conferring regularly with counsel and keeping apprised of the status of this litigation, including settlement negotiations during the case. (*See* accompanying Plaintiffs' Declarations.) By associating their business name and reputation with this litigation, each plaintiff assumed significant financial risk and committed time that could otherwise have been devoted to managing their restaurant responsibilities. (*Id.*) Their involvement even resulted in some plaintiffs being name in a related insurance dispute between Grubhub and its insurer(s). (*See* Declaration of Brian Pearson for Plaintiff Lynn Scott, LLC at 4, ¶ 17; Declaration of Kendra Kolling for Plaintiff The Farmer's Wife, LLC at 4, ¶ 17.)

47. Collectively, Plaintiffs produced over 1,000 documents to Grubhub and prepared to sit for deposition. Each plaintiff also provided written responses to Defendant's First Set of Requests for Production, First Set of Interrogatories, and First Set of Requests for Admission. Plaintiff MF Tasty LLC was served with a Second Set of Requests for Production and a Second Set of Requests for Admission, and Plaintiff Iowa City Coffee Company was served with a Second Set of Requests for Admission. In all, Plaintiffs collectively responded to 658 written discovery requests.

48. Based on our records, we estimate that Plaintiffs have collectively spent approximately 2,300 hours to advancing the claims on behalf of the Settlement Class. Plaintiffs' efforts helped to achieve this favorable recovery for the Settlement Class.

49. We believe that it is appropriate to award Plaintiffs Lynn Scott, LLC; The Farmer's Wife, LLC; Thuan Luu; Old Crown, Inc.; 132 Degrees, LLC; MDR, LLC; Momobbq, Co., LLC; MF Tasty LLC; and Iowa City Coffee Company each with a service award of \$20,000.00 because without their efforts in this case, the Settlement would not have been

possible. We also believe that it is appropriate to award Plaintiff Jack Tate d/b/a The Tin Pig, LLC with a service award of \$7,000.00 because, although The Tin Pig did not bring its action until November 10, 2023, which was later related to this action before The Tin Pig was added as a party in the operative complaint, The Tin Pig nevertheless participated in discovery in this matter and was prepared to sit for deposition. (*See* ECF No. 106, 109, 171.)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 19th day of December 2025 in San Francisco, California.

/s/ Rosemary M. Rivas
ROSEMARY M. RIVAS

CERTIFICATE OF SERVICE

I, Elizabeth A. Fegan, an attorney, affirm that the foregoing was filed on December 19, 2025, on ECF, which automatically served all counsel of record.

Dated: December 19, 2025

/s/ Elizabeth A. Fegan

Elizabeth A. Fegan
FEGAN SCOTT LLC
150 S. Wacker Dr.
24th Floor
Chicago, IL 60606
Telephone: (312) 741-1019
Facsimile: (312) 264-0100
beth@feganscott.com