

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

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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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; Iowa City Coffee Company; and Jack Tate d/b/a The Tin Pig, LLC (“Plaintiffs”), respectfully submit this memorandum in support of their Motion for Final Approval of Class Action Settlement.

I. INTRODUCTION

After nearly five years of hard-fought litigation, and multiple rounds of mediation, the Parties reached a Settlement that provides meaningful relief to Settlement Class Members¹ whose business names and logos were used on the Grubhub Platform without a contract from January 1, 2019 through April 30, 2024 as part of Grubhub’s “Place & Pay” program. The Settlement establishes a non-reversionary cash fund of \$7,154,586 from which each Settlement Class Member who submits a valid Claim Form will receive an initial payment of \$50.00, plus a pro rata additional amount based on the duration of their listing on the Grubhub Platform. The Settlement Fund represents roughly 14–24% of Plaintiffs’ estimated range of recovery—well above the range courts find reasonable in class action settlements. The Settlement also incorporates the injunction Grubhub agreed to comply with entered in *Federal Trade Commission et al. v. Grubhub Inc.*, No. 1:24-cv-12923 (N.D. Ill., Dec. 31, 2024) (the “FTC Settlement”), which permanently prohibits Grubhub from listing restaurants on its platform without a contract—just as Plaintiffs demanded at the start of the litigation.

This Court granted preliminary approval of the Settlement on September 4, 2025, finding that the Parties’ showing established that the “Court will likely be able to approve the proposed Settlement under Rule 23(e)(2).” (ECF No. 271 at 2-6.) The Court certified the Settlement Class

¹ Unless otherwise stated, all capitalized terms herein have the same meaning as defined in the Settlement Agreement, ECF No. 267-2 (cited herein as “S.A.”).

for settlement purposes, approved the Notice Plan as satisfying Rule 23(c)(2)(B) and due process, and made detailed findings supporting each Rule 23(e)(2) factor. (*Id.* ¶¶ 3–25.) Nothing has changed since preliminary approval to alter the Court’s well-reasoned conclusions. The same factors that supported preliminary approval support final approval now—and the Settlement Class’s positive response reinforces that conclusion.

The response to the Settlement has been favorable. The Settlement Administrator reports that 7,458 Claim Forms were submitted by the Claims Deadline of March 4, 2026. No opt-outs or objections were submitted by the February 2, 2026 deadline, however, one deficient opt-out was submitted after the opt-out deadline.² A single exclusion request and no objections is a strong indicator that the Settlement is fair, reasonable, and adequate.

For all the reasons discussed herein, Plaintiffs respectfully request that the Court find that the Settlement is fair, reasonable, and adequate and grant final approval.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Background of the Action

Plaintiffs filed this Action on October 26, 2020, after Grubhub added thousands of restaurants to its online food ordering and delivery platform without the consent of or having contracts with those restaurants. (ECF No. 1.) This initiative was known internally as the “Place & Pay” program because Grubhub placed and paid for orders at non-contracted restaurants without disclosing that the orders originated from Grubhub.

In both the initial and operative consolidated amended complaint, Plaintiffs alleged claims on behalf of a nationwide class against Grubhub under the Lanham Act for False Affiliation

² The opt-out arrived on February 26, 2026—two weeks after the deadline—and failed to comply with Section VIII of the Settlement Agreement because it did not adequately identify the specific Class Member seeking exclusion.

(§43(a)(1)(A)), False Advertising (§43(a)(1)(B)), and Trademark Infringement (§32). (ECF Nos. 1, 171.) Plaintiffs alleged that the inclusion of non-contracted restaurants caused consumer confusion regarding affiliation or endorsement and resulted in loss of sales, operational challenges, and reputational harm. (*Id.*) Plaintiffs sought damages and equitable relief, including disgorgement of Grubhub’s profits and injunctive relief. (ECF Nos. 1 at ¶ 7, 171 at ¶ 12.) Grubhub denies all liability and all of Plaintiffs’ material allegations. (ECF No. 184.)

The Parties intensely litigated the case from its inception. In January 2021, shortly after the Action was filed, Grubhub moved to stay the case pending the preliminary approval process in *CO Craft, LLC et al. v. Grubhub, Inc.*, No. 1:20-cv-01327-NYW-NRN (D. Colo.) (“*CO Craft*”). (ECF No. 16.) Plaintiffs vigorously opposed the stay, but Judge Aspen granted it pending the outcome of *CO Craft*. (ECF No. 22.) Plaintiffs then intervened in *CO Craft* and objected to the proposed settlement there—which provided \$450,000 in attorney fees but zero monetary relief to class members. Based on Plaintiffs’ objections, the *CO Craft* court denied preliminary approval.³ When a second proposed settlement was presented in *CO Craft*, Plaintiffs again objected, and the court again denied preliminary approval.⁴ The *CO Craft* plaintiffs ultimately settled their individual claims and dismissed the class action without prejudice, paving the way for this Action to proceed.⁵

³ *CO Craft, LLC et al. v. Grubhub, Inc.*, No. 1:20-cv-01327-NYW-NRN (D. Colo.), ECF No. 63.

⁴ *Id.*, ECF No. 91.

⁵ *Id.*, ECF No. 139.

B. The Parties Engaged in Extensive Motion Practice

After the stay was formally lifted on July 24, 2023 (ECF No. 77), Grubhub renewed its efforts to stay the case (ECF No. 88)—which Plaintiffs again opposed. (ECF No. 90.) Grubhub eventually withdrew that request (ECF No. 92) and instead moved to dismiss Plaintiffs’ claims on November 9, 2023. (ECF No. 94.) One week later, however, Grubhub moved to stay class discovery pending resolution of its motion to dismiss. (ECF No. 98.) Plaintiffs opposed both motions, and on December 20, 2023, the Court denied Grubhub’s discovery stay, allowing class-wide discovery to move forward. (ECF No. 110.) On August 6, 2024, the Court denied in part and granted in part Grubhub’s motion to dismiss (ECF No. 152), sustaining the false association and trademark infringement claims for MF Tasty and Iowa City Coffee Company, and sustaining the false advertising claim for all Plaintiffs. On September 24, 2024, Plaintiffs amended the complaint to address the Court’s ruling and the Court ordered Grubhub to answer the complaint. (ECF Nos. 171, 172.)

Grubhub then moved to strike Plaintiffs’ class allegations on November 8, 2024 (ECF No. 191), arguing that individual issues predominated over common issues, making class certification inappropriate. Plaintiffs filed a robust opposition, emphasizing their collaboration with experts to develop class-wide damage models, including the disgorgement of Grubhub’s profits. (ECF No. 216.) The Parties were awaiting the Court’s ruling on that motion when they reached the Settlement.

C. The Parties Engaged in Extensive Discovery

The Parties engaged in extensive, hard-fought discovery. Plaintiffs served a total of 141 written discovery requests across six sets of requests for production, two sets of interrogatories, and requests for admission. (Declaration of Rosemary M. Rivas in Support of Motion for Final

Approval of Class Action Settlement (“Rivas Decl.”), ¶ 4.) Plaintiffs reviewed more than 90,000 pages of documents produced by Grubhub, including internal communications about the Place & Pay program, marketing presentations, and financial presentations regarding the program’s revenue and profitability. (Rivas Decl., ¶ 5.) Plaintiffs deposed Grubhub employee Mary Rappa, a marketing manager, and were preparing for Grubhub’s 30(b)(6) deposition when the Settlement was reached in principle. (*Id.*, ¶ 6.)

For their part, Plaintiffs produced over 1,000 documents to Grubhub and collectively responded to 658 written discovery requests. (*Id.*, ¶ 7.) Four motions to compel were filed before Magistrate Judge Fuentes. (ECF Nos. 156, 165, 211, 248.) Plaintiffs also collaborated with experts to develop class-wide damage models, including for disgorgement of Grubhub’s profits, and to conduct a consumer survey on likelihood of confusion. (Rivas Decl., ¶ 8.)

D. Settlement Negotiations

Recognizing the risks and expense of continued litigation, the Parties engaged in settlement discussions over the course of approximately one year. (*Id.*, ¶ 9.) Their first attempt involved a private mediation on May 22, 2024 before experienced mediator Hunter Hughes, Esq., which did not result in a resolution. (*Id.*, ¶ 10.) After Grubhub’s motion to dismiss was largely denied and briefing on Grubhub’s motion to strike the class allegations was complete, the Parties participated in a full-day, in-person settlement conference on February 5, 2025 before Magistrate Judge Gabriel A. Fuentes. (*Id.*, ¶ 11.) While no resolution was reached that day, negotiations continued. (*Id.*) At a second settlement conference before Magistrate Judge Fuentes on May 22, 2025, the Parties reached resolution on the material terms of the Settlement, including Grubhub’s non-reversionary payment of \$7,154,586 in cash. (*Id.*, ¶ 12.) The Parties exchanged several drafts of the Settlement Agreement, which they finalized on August 26, 2025. (*Id.*, ¶ 13.)

Although expert discovery had not yet been conducted at the time of settlement, Plaintiffs worked extensively with their retained expert to develop class-wide damage models, including for disgorgement of Grubhub's profits, and to provide an estimate on damages in this case. (Rivas Decl., ¶ 15.) The Settlement Class recovery represents between approximately 14–24% of the estimated damages range. (*Id.*, ¶ 16.) Notably, attorneys' fees and service awards were not discussed until *after* the Parties reached agreement on the material terms benefitting the Settlement Class. (*Id.*, ¶ 14.) The Court granted preliminary approval on September 4, 2025. (ECF No. 271.)

III. SUMMARY OF SETTLEMENT TERMS

A. Class Definition

The Settlement Class is defined as: “[A]ll businesses whose names or logos were used on Grubhub or any other part of the Grubhub Platform (including AllMenus, Eat24, Seamless, Tapingo, LevelUp, OrderUp, MenuPages, and BiteGrabber) from January 1, 2019 through April 30, 2024 without a contract with Grubhub.” (S.A., § II, ¶ 27.) The class definition includes standard exclusions for Grubhub officers, directors, and management employees; judges assigned to this case; opt-outs; Grubhub-controlled entities; and counsel for the parties. (*Id.*)

B. Monetary Relief

As part of the Settlement, Grubhub agreed to pay a non-reversionary cash fund of \$7,154,586 (the “Settlement Fund”). (S.A., § II, ¶ 29.) Pursuant to the Plan of Allocation (“POA”), each Settlement Class Member who submits a Valid Claim will receive: (1) an initial payment of \$50.00, plus (2) an additional pro rata amount based on the duration of their listing on the Grubhub platform. (ECF No. 267-2, Ex. D at 69, ¶ 4.) The Settlement Fund was deposited within 35 days of entry of the Preliminary Approval Order. (S.A., § V, ¶ 1.)

Because the fund is non-reversionary, no portion of the Settlement Fund will revert to Grubhub. After the payment of all awards of attorneys' fees, reimbursement of expenses, service awards, and the costs of notice and claims administration, the remaining funds will be distributed to Settlement Class Members who submitted Valid Claim Forms. If there are uncashed checks and a second distribution is not administratively feasible, the Parties will propose that any remainder go to a *cy pres* recipient approved by the Court. (ECF No. 267-2, Ex. D at 70, ¶ 5.)

Plaintiffs requested an award of attorneys' fees equal to one-third of the \$7,154,586 common fund (or \$2,382,477)—which represents a *negative* lodestar multiplier of 0.56—reimbursement of litigation expenses of \$143,341.59, and service awards for each of the named Plaintiffs for their time and effort in successfully prosecuting this action, under a separately filed motion. (ECF No. 276.) Specifically, Plaintiffs requested service awards of \$20,000 for each of 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, and \$7,000 for Jack Tate d/b/a The Tin Pig, LLC, for a cumulative maximum of \$187,000.

C. Injunctive Relief

The Settlement also provides meaningful injunctive relief. Grubhub acknowledges that it is subject to the permanent injunction entered in the FTC Settlement, which permanently prohibits Grubhub from advertising, marketing, displaying landing pages, listing menus or other content on its platform without a contract. (S.A., § V.) Grubhub has expressly agreed to comply with the obligations imposed by that injunction as part of this Settlement. (*Id.*) This FTC injunction provides materially similar relief to the injunctive relief Plaintiffs sought in this Action, ensuring that the conduct giving rise to this litigation will not recur.

D. Release

The release provided in the Settlement is appropriately tailored to the claims at issue. It covers any alleged claims relating to “Grubhub adding restaurants to the Grubhub Platform without permission” as alleged in the Action. (S.A., § II, ¶ 23.) In exchange for the Settlement Benefits, the Plaintiffs and Settlement Class Members release their claims against Grubhub and its officers, directors, legal representatives, successors, subsidiaries, assigns, affiliated brands, and insurers. (S.A. §§ II, ¶ 15 and XIII, ¶¶ 1, 4.) The release includes equitable, injunctive, and monetary claims within the scope of the Settlement Class definition but does not release unrelated claims. (*Id.*)

E. Settlement Notice and Class Response

After the Court granted preliminary approval, Epiq Class Action & Claims Solution, Inc. (“Epiq”) began implementing the Court-approved Notice Plan by processing the data files from Grubhub containing Settlement Class Member records. (Declaration of Cameron R. Azari, Esq. Regarding Notice Plan (“Azari Decl.”), ¶ 11.) Beginning on November 3, 2025, through a comprehensive, multi-channel campaign designed and administered by Epiq, Class Notice was sent directly via: (1) emails to 78,076 class members for whom Grubhub had identifiable email addresses; and (2) U.S. mail to 316,281 class members for whom Grubhub had physical addresses. Reminder emails were also sent to Class Members who had not submitted claims. (Azari Decl., ¶¶ 12, 16, 29.) A dedicated settlement website (www.RestaurantListingSettlement.com) was maintained with key documents, and a toll-free telephone line (1-833-662-3703) was available for class member inquiries. (Azari Decl., ¶¶ 30, 31.)

The Notice Plan was robust. The Settlement Website received 101,140 page hits and 55,917 sessions through March 13, 2026. (Azari Decl., ¶ 30.) The toll-free line received 606 calls. (Azari Decl., ¶ 31.) The undeliverable rate of notice was modest: 7,124 postcards were processed

as undeliverable and 8,690 email notices were undeliverable from the total of 394,357 notices that were sent via email and U.S. mail. (Azari Decl., ¶¶ 15, 18.)

To receive payment, Settlement Class Members only had to submit a timely and valid Claim Form. (S.A. § VI, ¶ 2; *see also id.* Ex. A (the Claim Form).) The Claim Form could be completed online or submitted by U.S. mail and required only basic identifying information—such as the claimant’s business name and contact information and preferred payment method—with Grubhub's own records used to calculate the duration-based pro-rata distribution. (ECF No. 267-2, Ex. D at 69, ¶ 4; ECF No. 267 at 16.) Non-contracted restaurants were also asked to provide an EIN or Federal Tax Identification Number for fraud prevention. (Rivas Decl., ¶ 17.) As of this filing, 7,458 claims have been submitted. (Azari Decl., ¶ 34.) If a claim is determined to be deficient, claimants will receive deficiency letters with an opportunity to cure, unless Epiq determines that they are not Class members in which case the claims will be denied. (Azari Decl., ¶ 34.)

The opt-out and objection deadline passed on February 2, 2026, with no opt-outs or objections by the deadline. (Azari Decl., ¶ 35.) One deficient, untimely opt-out was submitted on February 26, 2026. (Azari Decl., ¶ 35.) A single opt-out (less than 0.0003% of the class) and no objections is a good indicator of the Settlement’s fairness. *See In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-08637, 2025 WL 2201610, at *3 (N.D. Ill. June 30, 2025) (“Such a low percentage of opposition favors a finding that the settlement is fair, reasonable, and adequate under Rule 23”) (quoting *In re Cap. One Tel. Consumer Prot. Act. Litig.*, 80 F. Supp. 3d 781, 792 (N.D. Ill. 2015)).

The declaration of the Settlement Administrator, demonstrating compliance with the Court-approved Notice Plan, is filed herewith, as ordered by the Court. *See generally* Azari Decl.

IV. ARGUMENT

A. Certification of the Settlement Class Remains Appropriate

The Court previously found class certification appropriate for settlement purposes at preliminary approval, certifying the Settlement Class and finding each element of Rules 23(a) and 23(b)(3) satisfied. (ECF No. 271, ¶¶ 12–19.) Specifically, the Court found that the Settlement Class is “sufficiently numerous” (*Id.* ¶ 13); that “[r]esolution of the Action would depend on the common answers to common questions” (*Id.* ¶ 14); that Plaintiffs’ claims “are typical of the claims of the members of the proposed Settlement Class” (*Id.* ¶ 15); that the Class Representatives and Class Counsel “will fairly and adequately protect the interests of the proposed Settlement Class” (*Id.* ¶ 16); that common issues “predominate over individual issues” (*Id.* ¶ 17); and that a class-wide settlement “would be superior” to individual actions. (*Id.* ¶ 18.) Nothing has changed since preliminary approval. The Settlement Class remains numerous and seeks the same relief as was previously preliminarily approved by the Court. Each element of Rule 23(a) and Rule 23(b)(3) remains satisfied. Plaintiffs respectfully request that the Court affirm its prior findings.

B. The Notice Plan Satisfied Due Process

Due process and Federal Rule of Civil Procedure 23 require that the Settlement Class receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 665 (7th Cir. 2015). The Court previously determined that the Notice Plan “is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice,” is “reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the Settlement,” and “meets all applicable requirements of applicable law,”

including Fed. R. Civ. P. 23(c)(2)(B) and due process. (ECF No. 271, ¶ 23.) The Court also appointed Epiq as the Settlement Administrator and approved the Claim Form and Class Notices. (*Id.* ¶¶ 23–25.) Notice was provided in accordance with the Notice Plan and the results confirm the Court’s preliminary conclusion.

The Settlement Administrator sent direct email notice to 78,076 class members and direct postcard notice to 316,281 class members. (Azari Decl., ¶ 12, 16.) A subsequent reminder email campaign reached class members via email addresses where available. (Azari Decl., ¶ 29.) The Settlement Administrator estimates that the Notice Plan reached approximately 99% of the class. (Azari Decl., ¶ 21.) The Settlement Website, www.RestaurantListingSettlement.com, was maintained with all key documents, including the long form notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and declarations. (Azari Decl., ¶ 30.) The toll-free telephone line was operational throughout the claims period and received 606 calls. (Azari Decl., ¶ 31.) The notice satisfies due process because it provided comprehensive information about: the nature of the action, the class definition, the terms of the Settlement, how to file a claim, how to object, how to opt out, and the date and time of the Final Approval Hearing. (Azari Decl., ¶ 20.) *Air Lines Stewards & Stewardesses Ass’n, Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 108 (7th Cir. 1972) (notice that provided summary of proceedings to date, notified of significance of judicial approval of settlement and informed of opportunity to object at hearing satisfied due process).

The robust notice campaign, combined with the meaningful claims response (7,458 Claim Forms submitted by the Claims Deadline), confirms that the Notice Plan was reasonably calculated to reach the Settlement Class and satisfied the requirements of due process. *See Alkady v. Luna*, 803 F. App’x 932, 936 (7th Cir. 2020) (method of notice need only be reasonably calculated to

reach intended recipients and need not reach every class member); *Slaughter v. Caidan Mgmt. Co., LLC*, 317 F. Supp. 3d 981, 994 (N.D. Ill. 2018) (absent contrary showing, direct mail and email notice are sufficient to satisfy notice requirements); *In re Broiler Chicken*, 2025 WL 2201610, at *3 (direct notice emailed to class members plus publication notice constituted adequate notice).

C. The Proposed Settlement Is Fair, Reasonable, and Adequate

Under Rule 23(e)(2), the Court may approve the Settlement only after finding that it is “fair, reasonable, and adequate.” *Kaufman v. Am. Express Travel Related Servs. Co., Inc.*, 877 F.3d 276, 283 (7th Cir. 2017). Federal courts favor settlement of class action litigation. *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996). Rule 23(e)(2) directs the Court to consider whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate; and (D) the proposal treats class members equitably relative to each other. In assessing the adequacy of the relief, courts take into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2).

The Seventh Circuit also considers the traditional factors set forth in *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014) and *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006): (1) the strength of the case for plaintiffs on the merits, balanced against the extent of the settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the opinion of competent counsel; and (5) the stage of the proceedings and the amount of discovery completed. The *Wong*

and Rule 23(e)(2) factors may overlap or be “duplicative.” *See, T.K. Through Leshore v. Bytedance Tech. Co.*, No. 19-cv-7915, 2022 WL 888943, at *10 (N.D. Ill. Mar. 25, 2022).

The Seventh Circuit has emphasized that the first *Wong* factor is the most important and has clarified that the “evaluation of potential outcomes need not always be quantified, particularly where there are other reliable indicators that the settlement reasonably reflects the merits of the case.” *Kaufman*, 877 F.3d at 285. Such “indicia of trustworthiness” include third-party mediation, extensive confirmatory discovery, and hard-fought, arm’s-length negotiations. *See In re Clearview AI, Inc., Consumer Privacy Litig.*, No. 21-cv-00135, 2025 WL 1371330, at *12 (N.D. Ill. May 12, 2025) (collecting cases); *Wong*, 773 F.3d at 864. Each factor here weighs in favor of final approval.

1. Rule 23(e)(2) Factor Analysis

a. The Class Representatives and Class Counsel Have Adequately Represented the Class

The Court found at preliminary approval that the Class Representatives and Class Counsel “adequately represent the proposed Settlement Class,” noting that Plaintiffs “share the same alleged injury” and “the same interest (maximizing recovery),” and that Class Counsel “are experienced in class action litigation and have worked on this case on behalf of Plaintiffs and the proposed Settlement Class since 2020.” (ECF No. 271, ¶ 4.) The record since preliminary approval only reinforces that conclusion. Class Counsel have litigated this case vigorously for nearly five years on a fully contingent basis, with no guarantee of recovery. They successfully blocked the inadequate *CO Craft* settlement—twice—ensuring the Class retained its claims for meaningful relief. They opposed multiple stay motions, defeated Grubhub’s motion to dismiss in substantial part, opposed Grubhub’s motion to strike class allegations, and conducted extensive discovery—reviewing over 90,000 pages of documents, serving 141 discovery requests, taking and preparing for depositions, and working with experts. Since preliminary approval, Class Counsel has worked

closely with the Settlement Administrator to ensure that the Court-approved Notice Plan was effectively implemented, and the Settlement was properly administered. Given the complex history, Class Counsel has spent over 5,000 hours prosecuting this case. (Rivas Decl., ¶¶ 18-20.)

Class Counsel's qualifications are substantial. Gibbs Mura LLP has served as lead or co-lead counsel in major national class actions, including *In re Equifax, Inc. Customer Data Security Breach Litig.* (\$1.5B settlement), *In re Anthem, Inc. Data Breach Litig.* (\$115M), *In re: Wells Fargo Collateral Protection Insurance Litig.* (\$393.5M+), and *Brooks v. Thomson Reuters Corp.* (\$27.5M). Since its founding in 2014, the firm has recovered over \$2.5 billion for its clients and has been named a Top Law Firm for California Litigation by *Chambers USA* four consecutive years (2022–2025). (ECF No. 267-3.) Fegan Scott LLC has served as lead or co-lead counsel in major national class actions, including *In re TikTok, Inc., Consumer Privacy Litig.* (\$92M settlement), *In re Beyond Meat, Inc.* (\$7.5M), *In re Kia Hyundai Vehicle Theft Litig.* (\$200M+), and *In re AFFF PFAS* (\$13.5B+). The firm was named NLJ Law Firm of the Year for Consumer Protection in 2023. (ECF No. 276-1.)

The ten named Plaintiffs actively participated in this litigation over the course of several years. They collectively produced over 1,000 documents, responded to 658 written discovery requests, collectively invested over 1,800 hours, and assumed both financial and reputational risk as public plaintiffs in a lawsuit against a major corporate defendant. (*See* Plaintiffs Declarations, ECF Nos. 276-3—276-12.) Multiple Plaintiffs also personally objected to the *CO Craft* settlement to protect the interests of the Class. (*See, e.g.*, Declarations of Brian Pearson at ¶ 11 (ECF No. 267-3); Kendra Kolling at ¶ 11 (ECF No. 267-4); Thuan Luu at ¶ 9 (ECF No. 267-5); and Tara Cronbaugh at ¶ 10 (ECF No. 267-22).)

b. The Settlement Was Negotiated at Arm's Length

The Court found at preliminary approval that “[t]here is no question that the Parties’ negotiations were at arm’s length,” and that the Settlement “appears to be the result of extensive, non-collusive, arm’s-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case whose negotiations were supervised by the Honorable Magistrate Judge Gabriel A. Fuentes of this Court.” (ECF No. 271, ¶ 5.) Every hallmark of arm’s-length negotiation is present here. The Settlement was reached after negotiations that took place over the course of a year involving both a private mediator (Hunter Hughes, Esq.) and a judicial officer (Magistrate Judge Fuentes) and spread across multiple sessions. (Rivas Decl., ¶¶ 9-12.); *see T.K. Through Leshore*, 2022 WL 888943, at *11 (“The best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator.”) (cleaned up). The Parties had extensive information through over 90,000 pages of formal discovery, enabling informed evaluation of the claims’ value. Attorneys’ fees and service awards were not discussed until after the Parties reached agreement on the material terms benefitting the Settlement Class. (Rivas Decl., ¶ 14.)

The Settlement Agreement also has structural safeguards demonstrating the absence of collusion. The Settlement Fund is non-reversionary, ensuring every dollar benefits the Settlement Class Members. The Settlement does not have a “clear sailing” provision on fees—Grubhub retained the right to oppose Class Counsel’s fee application. *See In re Broiler Chicken*, 2025 WL 2201610, at *2 (finding no “clear sailing” provisions or other provisions in the settlements that relate to attorneys’ fees that would cause concern). There is no evidence of fraud, overreaching, or collusion. The “indicia of trustworthiness and good faith” that permeate this Settlement—lengthy settlement negotiations, including before Magistrate Judge Fuentes, extensive discovery, and hard-

fought litigation—confirm that the Settlement is fair, reasonable, and adequate and reflects the merits of the case. *In re Clearview AI, Inc., Consumer Privacy Litig.*, 2025 WL 1371330, at *12.

c. The Relief Provided for the Class Is Adequate

Rule 23(e)(2)(C) directs the Court to consider four factors: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief; (iii) the terms of any proposed award of attorney’s fees; and (iv) any agreement required to be identified under Rule 23(e)(3). Each factor supports approval.

i. The costs, risks, and delay of trial and appeal

The Court found at preliminary approval that “[t]he Settlement Agreement and the Plan of Allocation provide adequate relief to the proposed Settlement Class,” and that “[i]n light of the costs, risks and delay of trial and appeal, this compensation is at least adequate” for purposes of Rule 23(e)(2)(C). (ECF No. 271, ¶¶ 6–7.) The Settlement provides immediate, certain relief compared to the uncertain and delayed prospect of recovery through continued litigation. Although Plaintiffs and Class Counsel believe that the claims asserted in the Action are meritorious and that Plaintiffs would ultimately prevail at trial, the risks of continued litigation are not insignificant. While Class Counsel have substantial experience certifying class actions for litigation purposes and felt confident that they could do so here, the Court could have granted Grubhub’s motion to strike the class allegations or denied Plaintiffs’ anticipated motion for certification. Grubhub would have also likely challenged Plaintiffs’ damage models and consumer surveys on *Daubert* grounds. Further, even if Plaintiffs prevailed in certifying a class and on showing liability, disgorgement of profits under the Lanham Act is discretionary, and Grubhub vigorously asserted throughout the case that the Place & Pay program was not profitable. *Republic Techs. (NA), LLC v. BBK Tobacco & Foods, LLP*, No. 16 C 03401, 2023 WL 3004625, at *2 (N.D. Ill. Apr. 19, 2023) (noting that

awarding disgorgement under the Lanham Act is discretionary); *see also*, *BASF Corp. v. Old World Trading Co.*, 41 F.3d 1081, 1096 (7th Cir. 1994) (upholding lower court's refusal to award disgorgement under the Lanham Act).

Had the case not settled, substantial additional work would have been required: completion of outstanding depositions (including Grubhub's 30(b)(6) deposition and depositions of all ten named Plaintiffs), the preparation of expert reports, class certification briefing, *Daubert* motions, dispositive motions, trial, and potentially years of appeals. "[E]ven if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory." *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) (quoting *Reynolds v. Beneficial Nat'l Bank*, 288 F.3d 277, 284 (7th Cir. 2002)). "Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Schulte v. Fifth Third Bank*, 805 F.Supp.2d 560, 586 (N.D. Ill. 2011). The costs, risks, and delay of trial and appeal support the Settlement.

ii. The effectiveness of the proposed method of distributing relief.

The Court found at preliminary approval that "[t]here is no reason to doubt the effectiveness of distributing relief under the Settlement Agreement." (ECF No. 271, ¶ 8.) The claims process was straightforward and efficient. Class Members for whom Grubhub had email addresses and who are current Grubhub partners were provided with unique IDs and were only asked to provide basic business information, contact details, preferred payment method, and a signature in order to submit claims. Non-contracted restaurants were also asked to provide an EIN or Federal Tax Identification Number for fraud prevention. This is a reasonable method of distributing relief. *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 499 (N.D. Ill. 2015) (asking claimants to submit a "short and direct" claim form was reasonable). Settlement Class Members had over

three months to submit their claims, and the Plan of Allocation provides an opportunity to appeal any claim denials or deficiencies. (POA, ¶ 6.)

Payments will be proportional to the harm as each Settlement Class Member who submitted a Valid Claim Form will receive a \$50 base payment plus a pro rata amount based on the duration of their listing—ensuring that businesses that were listed longer (and thus suffered greater harm) receive greater compensation. This distribution method ensures that all available funds are distributed to class members. *Keepseagle v. Vilsack*, 118 F. Supp. 3d 98, 117 (D.D.C. 2015) (citing NEWBERG § 12:28 (5th ed. 2015) (“as a general matter, ‘a court’s goal in distributing class action damages is to get as much of the money to the class members in as simple a manner as possible’”)). The Settlement Administrator received over 7,458 Claim Forms from businesses indicating support for the Settlement. (Azari Decl., ¶ 34.)

iii. The terms of any proposed award of attorney’s fees

Class Counsel’s fee petition—filed separately on December 19, 2025—seeks one-third (33.3%) of the Settlement Fund, or \$2,382,477, which is a typical request and falls in line with other fee requests approved in the Seventh Circuit. *See Gaskill v. Gordon*, 160 F.3d 361, 362 (7th Cir. 1998) (“The typical contingent fee is between 33 and 40 percent”); *Kolinek*, 311 F.R.D. at 503 (awarding 36% of net settlement fund in class settlement); *Martin v. JTH Tax, Inc.*, No. 1:13-cv-6923, 2015 WL 13883998, at *3 (N.D. Ill. Sept. 23, 2015) (awarding 1/3 of the gross settlement fund). Additionally, the \$2,382,477 requested is substantially less than the \$4,230,395.50 in lodestar that Class Counsel have incurred in the case. (Rivas Decl., ¶ 19.) Class Counsel also seeks reimbursement of \$143,341.59 in reasonable litigation expenses (under the \$150,000 cap) and service awards of up to \$20,000 for each of the nine original Plaintiffs and \$7,000 for Plaintiff Jack Tate d/b/a The Tin Pig, LLC. The individual amount of the awards requested is consistent

with awards approved in similar cases in the Seventh Circuit. *See, e.g., Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to lead class representative); *BNVS Transp. LLC v. C&K Trucking, LLC*, No. 1:20-CV-04305, 2023 WL 11983614, at *3 (N.D. Ill. Feb. 22, 2023) (granting three named plaintiffs \$20,000 each).

The fee request represents a negative lodestar multiplier of approximately 0.56, meaning Class Counsel seeks only 56% of their \$4,230,395.50 combined lodestar—far below the typical multiplier range of 1.0 to 4.0. *See In re TikTok, Inc., Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 943 (N.D. Ill. 2022) (noting “[i]n practice, most multipliers fall between one and four”). Importantly, the Settlement Agreement is not a “clear sailing” agreement—Grubhub retained the right to oppose the fee application. The fee terms thus do not raise any concerns about the adequacy of relief to the Class.

iv. Any agreement required to be identified under Rule 23(e)(3)

Rule 23(e)(3) requires parties seeking approval to “file a statement identifying any agreement made in connection with the proposal.” The Court noted at preliminary approval that “[n]o agreements exist between the Parties aside from those referred to in the Settlement Agreement and described in Plaintiffs’ motion.” (ECF No. 271, ¶ 10.) Consistent with the disclosure made at the preliminary approval stage, the Parties identify the Confidential Supplemental Agreement Regarding Exclusion Threshold. As only one (late) exclusion request was received, the Supplemental Agreement is not implicated.

d. *The Settlement Treats All Class Members Equitably*

The Court found at preliminary approval that the “Settlement Agreement and the Plan of Allocation treat members of the proposed Settlement Class equitably relative to each other because all members of the proposed Settlement Class are eligible to submit claims,” and noted that “[t]he

Settlement is specifically designed to apportion relief among members of the Settlement Class based on their placement on Grubhub and the length of time they were listed without a contract.” (ECF No. 271, ¶ 11.)

As set forth in Plaintiffs’ preliminary approval motion, every Settlement Class Member who submits a Valid Claim receives the same base payment of \$50.00 and an additional pro rata payment directly proportional to the duration of their listing on the Grubhub platform—a metric that is proportional to the extent of harm each business suffered.⁶ There is no preferential treatment for named Plaintiffs beyond the service awards, which are “consistent with” Rule 23(e)(2)(D)’s mandate because in class actions, “the named plaintiffs invest in the case more heavily than their unnamed counterparts.” *Scott v. Dart*, 99 F.4th 1076, 1086 (7th Cir. 2024). Accordingly, this factor weighs in favor of final approval.

2. Traditional (Wong/Synfuel) Factor Analysis

Factor 1: Strength of Plaintiffs’ Case vs. Settlement Amount

“The most important factor relevant to the fairness of a class action settlement” is “the strength of plaintiff’s case on the merits balanced against the amount offered in the settlement.” *Synfuel*, 463 F.3d at 653 (quoting *In re General Motors Corp. Engine Interchange Litig.*, 594 F.2d 1106, 1132 n.44 (7th Cir. 1979)). As noted, the Seventh Circuit has endorsed examining “indicia of trustworthiness”—including arm’s-length negotiations, third-party mediation, and extensive discovery—rather than requiring mechanical quantification of each possible outcome. *Kaufman*, 877 F.3d at 285; *See In re Clearview AI, Inc.*, 2025 WL 1371330, at *12.

⁶ If a small amount of funds remains in the Net Settlement Fund after the completion of the claims process (e.g., stale checks that were not cashed) the remainder will be paid to the *cy pres* recipient(s) agreed upon by the Parties and approved by the Court—only if an additional distribution is not administratively feasible. (ECF No. 267-2, Ex. D at 70, ¶ 5.)

Those indicia strongly favor approval here. The Settlement was the product of negotiations involving both a private mediator and a judicial officer, after years of contentious litigation and extensive discovery. The \$7,154,586 Settlement Fund represents 14–24% of Plaintiffs’ estimated range of recovery (Rivas Decl., ¶ 16)—well above the range courts have found reasonable. *See Schulte*, 805 F. Supp. 2d at 583 (10% of estimated damages reasonable); *In re Newbridge Networks Sec. Litig.*, No. CIV. A. 94-1678-LFO, 1998 WL 765724, at *2 (D.D.C. Oct. 22, 1998) (6–12% of estimated damages within “targeted range of reasonableness”).

The recovery is particularly notable given the risks to Plaintiffs’ case and remaining hurdles. Disgorgement of profits under the Lanham Act is discretionary, and Grubhub asserted that the Place & Pay program was not profitable. *Republic Techs. (NA), LLC*, 2023 WL 3004625 at *2; *see also, BASF Corp.*, 41 F.3d at 1096 (upholding lower court’s refusal to award disgorgement under the Lanham Act). Some claims were dismissed on the motion to dismiss. Class certification remained contested, with Grubhub’s motion to strike class allegations pending at the time of settlement. These risks underscore the reasonableness of the Settlement amount. *See In re Broiler Chicken*, 2025 WL 2201610, at *2–3 (approving settlements where “risks of non-recovery have been significant” and “success on class certification and summary judgment, let alone trial, is no guarantee”).

Factor 2: Complexity, Length, and Expense of Continued Litigation

Lanham Act class actions involving thousands of businesses, consumer confusion evidence, and disgorgement claims are inherently complex. Again, further litigation would have required completion of outstanding depositions, expert discovery with multiple experts, class certification briefing, *Daubert* motions, dispositive motions, trial, and potential appeals—requiring considerable additional expense and time. The complexity of this case is evident from

its five-year procedural history, the concurrent litigation in Colorado, and the numerous contested motions regarding discovery, class allegations, and the merits. This factor weighs in favor of approval. *See Smith v. Apria Healthcare LLC*, No. 1:23-cv-01003-JPH-KMB, 2025 WL 3207145, at *7 (S.D. Ind. Nov. 17, 2025) (approving settlement where continued litigation posed significant risks and expense); *Schulte*, 805 F. Supp. 2d at 586.

Factor 3: Amount of Opposition to the Settlement

The reaction of the Settlement Class has been positive. No objections were made and only one request for exclusion was submitted while thousands of businesses have submitted claims. This minimal opposition, combined with a meaningful claims response,⁷ provides compelling evidence that the Settlement is fair, reasonable, and adequate. *See In re Broiler Chicken*, 2025 WL 2201610, at *3 (“Such a low percentage of opposition favors a finding that the settlement is fair, reasonable, and adequate under Rule 23.”); *In re Sw. Airlines Voucher Litig.*, No. 11 C 8176, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013) (an opt-out and objection rate of less than 0.01% supported the reasonableness of the settlement).

Moreover, notice pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, was sent to the appropriate state and federal officials. No government entity has objected or submitted a statement of interest in response to the CAFA notices. *See In re Broiler Chicken*, 2025 WL 2201610, at *3 (noting CAFA compliance and that no attorneys general objected).

⁷ The approximately 2% claims rate here is consistent with claims rates that courts regularly approve. *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 929 (N.D. Ill. 2022) (noting that 1.4% is an average claims rate where the class size is large) (citing *Pollard v. Remington Arms Co., LLC*, 896 F.3d 900, 906 (8th Cir. 2018)).

Factor 4: Opinion of Experienced Counsel

Courts are “entitled to rely heavily on the opinion of competent counsel.” *Gautreaux v. Pierce*, 690 F.2d 616, 634 (7th Cir. 1982) (quoting *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 325 (7th Cir. 1975)); *see also In re Broiler Chicken*, 2025 WL 2201610, at *3 (“[a]nother factor courts are instructed to consider is whether experienced counsel recommends granting final approval”). Both Class Counsel firms are experienced in complex class action litigation and endorse this Settlement based on their thorough understanding of the strengths and risks of the case. (Rivas Decl., ¶ 21.) Their seasoned judgment, informed by nearly five years of litigation and extensive discovery, supports final approval.

Factor 5: Stage of Proceedings and Discovery Completed

“The stage of the proceedings at which settlement is reached is important because it indicates how fully the district court and counsel are able to evaluate the merits of plaintiffs’ claims.” *Armstrong*, 616 F.2d at 325. This case was mature when the Settlement was reached. Five years of litigation included: motion to dismiss briefing, amended complaints, a motion to strike class allegations, extensive fact discovery (over 90,000 pages of documents reviewed, 141 discovery requests served, depositions taken, experts retained), mediation, and multiple settlement conferences. *See In re Broiler Chicken*, 2025 WL 2201610, at *3 (“Years of robust discovery have ensured that Class Counsel and the Court can fully evaluate the merits of the claims.”). “While there is more discovery that could be done, [] there is no indication that additional discovery would further assist the parties in reaching a settlement agreement that is fair to the Class.” *Burnett v. Conseco Life Ins. Co.*, No. 1:18-cv-00200-JPH-DML, 2020 WL 4207787, at *10 (S.D. Ind. July 22, 2020). “Accordingly, this factor weighs in favor of the fairness, reasonableness, and adequacy of the [] Settlement Agreement.” (*Id.*) The depth and breadth of discovery provided Class Counsel

and the Court with ample information to evaluate the merits and confirm that the Settlement is fair, reasonable, and adequate.

V. CONCLUSION

Based on the foregoing reasons, Plaintiffs respectfully request that the Court: (1) grant final approval of the Settlement as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2); (2) confirm certification of the Settlement Class under Federal Rule of Civil Procedure 23(b)(3); (3) confirm the appointment of Rosemary M. Rivas of Gibbs Mura LLP and Elizabeth A. Fegan of Fegan Scott LLC as Class Counsel; (4) confirm the appointment of the Class Representatives; (5) approve the Settlement Notice as satisfying due process requirements; and (6) enter the [Proposed] Final Approval Order and Judgment in the form submitted herewith.

Dated: March 18, 2026

Respectfully submitted,

/s/ Elizabeth A. Fegan

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