

**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 UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

TABLE OF CONTENTS

I. INTRODUCTION 1

II. FACTUAL AND PROCEDURAL BACKGROUND..... 2

 A. THE FILING OF THE ACTION..... 2

 B. THE PARTIES ENGAGED IN EXTENSIVE MOTION PRACTICE..... 3

 C. THE PARTIES ENGAGED IN EXTENSIVE DISCOVERY 4

 D. THE PARTIES ENGAGED IN ARM’S LENGTH AND HARD-FOUGHT SETTLEMENT NEGOTIATIONS OVER THE COURSE OF A YEAR..... 5

III. SUMMARY OF SETTLEMENT TERMS..... 6

 A. THE CLASS DEFINITION..... 6

 B. THE SETTLEMENT BENEFITS 6

 C. INJUNCTIVE RELIEF..... 8

 D. RELEASE..... 9

 E. CLASS NOTICE, REQUESTS FOR EXCLUSION, AND OBJECTIONS 9

 F. ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS 11

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT 12

 A. LEGAL STANDARD..... 12

 B. THE COURT WILL LIKELY BE ABLE TO APPROVE THE SETTLEMENT AS FAIR, REASONABLE, AND ADEQUATE..... 13

 1. Plaintiffs and Proposed Class Counsel are Adequate 14

 2. The Settlement Agreement was Negotiated at Arm’s Length 14

 3. The Settlement Treats Class Members Equitably Relative to Each Other..... 16

 4. The relief provided by the Settlement Agreement is Adequate 16

 a. *The costs, risks, and delay of trial and appeal* 17

b.	<i>The effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims</i>	18
c.	<i>The terms of any proposed award of attorney’s fees, including timing of payment</i>	19
d.	<i>Any agreement required to be identified under Rule 23(e)(3)</i>	21
5.	The Strength of Plaintiffs’ Case Compared Against the Amount of Settlement.....	21
6.	Likely Complexity, Length, and Expense of Continued Litigation	22
7.	Opposition to the Settlement Agreement	23
8.	The Opinion of Experienced Counsel	23
9.	The Stage of the Proceedings and the Amount of Discovery Completed	23
V.	CLASS CERTIFICATION FOR SETTLEMENT PURPOSES IS APPROPRIATE	24
A.	RULE 23(A)’S REQUIREMENTS ARE SATISFIED	25
1.	Numerosity	25
2.	Commonality	25
3.	Typicality	26
4.	Adequacy of Representation	27
B.	RULE 23(B)(3) REQUIREMENTS ARE SATISFIED	28
C.	ROSEMARY M. RIVAS AND ELIZABETH FEGAN SHOULD BE APPOINTED AS CLASS COUNSEL	31
D.	THE PROPOSED NOTICE PLAN SHOULD BE APPROVED.....	32
E.	EPIQ SHOULD BE APPOINTED AS SETTLEMENT ADMINISTRATOR ...	33
VI.	PROPOSED SCHEDULE TO IMPLEMENT SETTLEMENT	34

VII. CONCLUSION.....35

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Air Lines Stewards & Stewardesses Ass’n, Local 550 v. Am. Airlines, Inc.</i> , 455 F.2d 101 (7th Cir. 1972).....	33
<i>Alliance to End Repression v. Rochford</i> , 565 F.2d 975 (7th Cir. 1977).....	24
<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	25, 27, 29
<i>Armstrong v. Bd. of Sch. Dirs.</i> , 616 F.2d 305 (7th Cir. 1980).....	12, 13, 23, 24
<i>Arreola v. Godinez</i> , 546 F.3d 788 (7th Cir. 2008).....	24
<i>Balderrama-Baca v. Clarence Davids & Co.</i> , No. 15 C 5873, 2020 WL 10963973 (N.D. Ill. Nov. 18, 2020).....	12
<i>Beaton v. SpeedyPC Software</i> , 907 F.3d 1018 (7th Cir. 2018).....	25
<i>Bell v. PNC Bank, Nat’l Ass’n</i> , 800 F.3d 360 (7th Cir. 2015).....	25
<i>BNVS Transp. LLC v. Trucking, LLC</i> , No. 1:20-cv-04305, 2023 WL 11983614 (N.D. Ill. Feb. 22, 2023).....	20
<i>Burnett v. Conseco Life Ins. Co.</i> , No. 1:18-cv-00200-JPH-DML, 2020 WL 4207787 (S.D. Ind. July 22, 2020).....	14, 24, 26, 27
<i>Califano v. Yamasaki</i> , 442 U.S. 682 (1979).....	12
<i>Cook v. Niedert</i> , 142 F.3d 1004 (7th Cir. 1998).....	20
<i>Craftwood Lumber Co. v. Interline Brands, Inc.</i> , No. 11-cv-4462, 2015 WL 1399367 (N.D. Ill. Mar. 23, 2015).....	20
<i>D’Amato v. Deutsche Bank</i> , 236 F.3d 78 (2d Cir. 2001).....	15

De La Fuente v. Stokely-Van Camp, Inc.,
713 F.2d 225 (7th Cir. 1983).....27

E.E.O.C. v. Hiram Walker & Sons,
768 F.2d 884 (7th Cir. 1985)..... 12

Gautreaux v. Pierce,
690 F.2d 616 (7th Cir. 1982).....23

Gen. Tel. Co. of the SouthWest v. Falcon,
457 U.S. 147 (1982)..... 12

Gomez v. St. Vincent Health, Inc.,
649 F.3d 583 (7th Cir. 2011).....27

Hinman v. M and M Rental Ctr. Inc.,
545 F. Supp. 2d 802 (N.D. Ill. 2008)27

Howard v. Cook Cty. Sheriff's Office,
989 F.3d 587 (7th Cir. 2021).....29

In re AT&T Mobility Wireless Data Servs. Sales Litig.,
270 F.R.D. 330 (N.D. Ill. 2010).....22

In re Corrugated Container Antitrust Litig.,
659 F.2d 1322 (5th Cir. 1981)..... 16

In re Gen. Motors Corp. Engine Interchange Litig.,
594 F.2d 1106 (7th Cir. 1979).....21

In re Newbridge Networks Sec. Litig.,
No. CIV. A. 94-1678-LFO, 1998 WL 765724 (D.D.C. Oct. 22, 1998)..... 17

Isby v. Bayh,
75 F.3d 1191 (7th Cir. 1996)..... 13, 23

Karpilovsky v. All Web Leads, Inc.,
No. 17 C 1307, 2018 WL 3108884 (N.D. Ill. June 25, 2018).....25

Keele v. Wexler,
149 F.3d 589 (7th Cir.1998).....27

Kolinek v. Walgreen Co.,
311 F.R.D. 483 (N.D. Ill. 2015)..... 19

Kusinski v. Macneil Auto. Prod. Ltd.,
No. 17-cv-3618, 2018 WL 3814303 (N.D. Ill. Aug. 9, 2018) 19

McCabe v. Crawford & Co.,
210 F.R.D. 631 (N.D. Ill. 2002)..... 25

McPhail v. First Command Fin. Planning, Inc.,
No. 05cv179-IEG-JMA, 2009 WL 839841 (S.D. Cal. Mar. 30, 2009) 17

Milliron v. T-Mobile USA, Inc.,
No. 08-4149, 2009 WL 3345762 (D.N.J. Sept. 14, 2009) 15

Mulvania v. Sheriff of Rock Island Cty.,
850 F.3d 849 (7th Cir. 2017)..... 25

Muro v. Target Corp.,
580 F.3d 485 (7th Cir. 2009)..... 26, 27

Newman v. Stein,
464 F.2d 689 (2d Cir. 1972)..... 16

Nicholson v. UTI Worldwide, Inc.,
No. 3:09-cv-722-JPG-DGW, 2011 WL 1775726 (S.D. Ill. May 10, 2011) 29

Oshana v. Coca-Cola Co.,
472 F.3d 506 (7th Cir. 2006)..... 27

Parker v. Risk Mgmt. Alternatives, Inc.,
206 F.R.D. 211 (N.D. Ill. 2002)..... 26

Phillips v. Sheriff of Cook Cty.,
828 F.3d 541 (7th Cir. 2016)..... 26

Retired Chi. Police Ass’n v. City of Chi.,
7 F.3d 584 (7th Cir. 1993)..... 28

Reynolds v. Beneficial Nat’l Bank,
288 F.3d 277 (7th Cir. 2002)..... 12, 22

Roberts v. Graphic Packaging Int’l, LLC,
No. 3:21-cv-00750-DWD, 2024 WL 3373780 (S.D. Ill. July 11, 2024) 13

Rosario v. Livaditis,
963 F.2d 1013 (7th Cir. 1992)..... 27, 28

Sandoval v. Tharaldson Emp. Mgmt., Inc.,
 No. EDCV08-482-VAP (OPx), 2010 WL 2486346 (C.D. Cal. June 15, 2010) 15

Santiago v. City of Chicago,
 19 F.4th 1010 (7th Cir. 2021) 24

Savanna Group, Inc. v. Trynex, Inc.,
 No. 10-cv-7995, 2013 WL 66181 (N.D. Ill. Jan. 4, 2013)..... 25

Schulte v. Fifth Third Bank,
 805 F. Supp. 2d 560 (N.D. Ill. 2011) 17, 22

Simpson v. Dart,
 23 F.4th 706 (7th Cir. 2022) 24

Smith v. Sprint Communications Co., L.P.,
 387 F.3d 612 (7th Cir. 2004)..... 25

Steele v. GE Money Bank,
 No. 1:08-civ-1880, 2011 WL 13266350 (N.D. Ill. May 17, 2011)..... 15

Swanson v. Am. Consumer Indus., Inc.,
 415 F.2d 1326 (7th Cir. 1969)..... 25

Synfuel Techs., Inc. v. DHL Express (USA), Inc.,
 463 F.3d 646 (7th Cir. 2006)..... 14, 15, 21

T.K. Through Leshore v. Bytedance Tech. Co.,
 No. 19-cv-7195, 2022 WL 888943 (N.D. Ill. Mar. 25, 2022) 15

Wal-Mart Stores, Inc. v. Dukes,
 131 S. Ct. 2541 (2011) 26

Williams v. Chartwell Fin. Servs., Ltd.,
 204 F.3d 748 (7th Cir. 2000)..... 26

Wright v. Nationstar Mortgage LLC,
 No. 14 C 10457, 2016 WL 4505169 (N.D. Ill. Aug. 29, 2016) 15

Rules

Fed. R. Civ. P. 23 *passim*

Other Authorities

2 McLaughlin on Class Actions, § 6:7 (21st ed. 2024)..... 15

3 Newberg on Class Actions § 8:32 (4th ed. 2010) 32

Manual for Complex Litigation, Fourth, § 21.632..... 16

Plaintiffs and proposed 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”), submit this memorandum in support of their Unopposed Motion for Preliminary Approval of Class Action Settlement.

I. INTRODUCTION

Plaintiffs are pleased to report that after nearly five years of litigation, the Parties have reached a proposed Class Action Settlement Agreement¹ (“Settlement” or “Settlement Agreement”) that is ready to undergo the court-approval process. As the Court is aware, Defendant Grubhub Inc. (“Defendant” or “Grubhub”) operates a popular online food delivery platform that connects diners with local restaurants. This action arises from Grubhub’s decision to place thousands of restaurants on its platform without a contract in place. Plaintiffs allege that Defendant’s actions confused consumers into believing that the non-contracted restaurants were affiliated with Grubhub and endorsed its delivery services. Plaintiffs allege they were damaged as a result. For its part—and making this Settlement fair and reasonable—Grubhub denies that Plaintiffs’ claims are meritorious, denies that the Plaintiffs, or anyone else, were damaged as a result of Grubhub’s conduct, and denies that it is liable to Plaintiffs or any member of the proposed Settlement Class.

While Plaintiffs believe that both the facts and the law support their claims and that nationwide certification is appropriate, the proposed Settlement is poised to deliver meaningful relief without further risk, delay and expense. The Settlement provides a non-reversionary cash

¹ Unless otherwise stated, all capitalized terms herein have the same meaning as defined in the Settlement Agreement.

payment of \$7,154,586 that will be used to payments to Settlement Class Members, cover the costs of Class Notice and settlement administration, and any attorneys' fees, reimbursement of reasonable costs and service awards approved by the Court.

The proposed Settlement was reached after several years of litigation, including significant motion practice and extensive discovery. Based on the work in the case, the Parties understood the strengths and weaknesses of their respective positions and therefore were able to intelligently participate in settlement negotiations. After multiple settlement attempts, including under the direction and guidance of Magistrate Judge Gabriel A. Fuentes, they reached the Settlement.

Plaintiffs respectfully request that the Court preliminarily approve the Settlement, direct notice to the Settlement Class, appoint Class Counsel under Rule 23(g), and set a schedule for final approval. Given the meaningful benefits available to Settlement Class Members, the risks of certifying a nationwide litigation class, establishing Defendant's liability and proving damages, and the length of time and the costs that would be required to complete the litigation through trial and appeals, Plaintiffs respectfully submit that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members. A proposed Order granting preliminary approval accompanies Plaintiffs' motion.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. THE FILING OF THE ACTION

Plaintiffs filed this Action on October 26, 2020, following Grubhub's addition of thousands of restaurants to its online food ordering and delivery platform without 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 the non-contracted restaurants without always disclosing the orders originated from Grubhub.

In both the initial and operative consolidated complaint, Plaintiffs alleged claims on behalf of a nationwide class against Grubhub under the Lanham Act for False Affiliation (§43(a)(1)(A)), False Advertising (§43(a)(1)(B)), and Trademark Infringement (§32). (ECF Nos. 1, 171.) Plaintiffs allege, among other things, that the inclusion of non-contracted restaurants caused consumer confusion regarding affiliation or endorsement and resulted in loss of sales and operational challenges that harmed their reputations. (ECF Nos. 1, 171.) Plaintiffs sought damages and equitable relief in the form of disgorgement of profits and an injunction prohibiting Grubhub's behavior. (ECF Nos. 1 at ¶ 7, 171 at ¶ 12.) Grubhub answered the complaint, denying all liability and denying all of Plaintiffs' material allegations. (ECF No. 184.)

B. THE PARTIES ENGAGED IN EXTENSIVE MOTION PRACTICE

In January 2021, shortly after the Action was filed, Grubhub moved to stay the case pending settlement of another proposed class action filed in the District of Colorado titled, *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 and objected to the proposed settlement in *CO Craft* because it provided no monetary relief to restaurants; the court there denied preliminary approval.² The parties in *CO Craft* presented a second proposed settlement for preliminary approval and

² *CO Craft, LLC et al. v. Grubhub, Inc.*, No. 1:20-cv-01327-NYW-NRN (D. Colo.), ECF No. 63.

Plaintiffs again objected to it; the court there denied preliminary approval a second time.³ Ultimately, the *CO Craft* plaintiffs voluntarily dismissed their individual claims.⁴

On July 24, 2023, the Parties here agreed to lift the stay entered by Judge Aspen. (ECF No. 77.) Shortly thereafter, however, Grubhub renewed its efforts to stay the case (ECF No. 88), which Plaintiffs again opposed. (ECF No. 90.) Grubhub ultimately withdrew its stay request (ECF No. 92) and on November 9, 2023 moved to dismiss. (ECF No. 94) Additionally, one week later, Grubhub moved to stay class-wide discovery pending resolution of its motion to dismiss. (ECF No. 98.) Plaintiffs opposed both efforts, and on December 20, 2023, the Court denied Grubhub's discovery stay request, allowing class-wide discovery to proceed. (ECF No. 110.) On August 6, 2024, the Court denied in part and granted in part Grubhub's motion to dismiss, with leave to amend. (ECF No. 152.) Plaintiffs amended the complaint to address the Court's ruling, and the Court ordered Grubhub to respond to the amended complaint. (ECF No. 172.)

Grubhub moved to strike Plaintiffs' class allegations on November 8, 2024. (ECF No. 191.) Among other things, Grubhub argued that individual issues predominated over common issues making class certification inappropriate. (ECF No. 192.) Plaintiffs filed a robust opposition, emphasizing their collaboration with experts to develop potential class-wide damage models, including for the disgorgement of Grubhub's profits. (ECF No. 216.) The Parties were awaiting the Court's ruling when they reached the Settlement.

C. THE PARTIES ENGAGED IN EXTENSIVE 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

³ *Id.*, ECF No. 91.

⁴ *Id.*, ECF No. 139.

discovery requests. (Declaration of Rosemary M. Rivas in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement (“Rivas Decl.”), ¶ 12.) Plaintiffs sought and obtained, among other things, data relating to consumer confusion and financial data relevant to their prayer for disgorgement of profits. (*Id.*) The Parties met and conferred extensively regarding Plaintiffs’ discovery requests and Grubhub’s responses thereto. (*Id.*) The Parties resolved some issues on their own but on other issues, Plaintiffs filed motions to compel before Magistrate Judge Fuentes. (*Id.*; *see also* ECF Nos. 156, 165, 211, and 248.)

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. (Rivas Decl., ¶ 13.) Plaintiffs also deposed Grubhub employee Mary Rappa, a marketing manager at Grubhub, and Plaintiffs were in the process of preparing for the deposition of Grubhub’s 30b6 witnesses when they reached the Settlement. (*Id.*)

For their part, Plaintiffs produced over 1,000 documents to Grubhub and were preparing to sit for deposition. (Rivas Decl., ¶ 14.) 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 for each plaintiff; and two plaintiffs were served with additional written discovery requests. (*Id.*) Collectively, Plaintiffs responded to 658 written discovery requests. (*Id.*)

D. THE PARTIES ENGAGED IN ARM’S LENGTH AND HARD-FOUGHT SETTLEMENT NEGOTIATIONS OVER THE COURSE OF A YEAR

Recognizing the risks and expense of continued litigation, the Parties engaged in settlement discussions over the course of a year. (Rivas Decl., ¶ 15.) Their first attempt at settlement involved engaging in private mediation on May 22, 2024 before experienced mediator Hunter Hughes, Esq. (*Id.*) The mediation did not result in a resolution. (*Id.*)

After the Court largely denied Grubhub’s motion to dismiss and the Parties completed their briefing on Grubhub’s motion to strike the class allegations, the Parties participated in a settlement conference on February 5, 2025 before Magistrate Judge Fuentes. (Rivas Decl., ¶ 16.) In advance of the settlement conference, they exchanged detailed settlement statements regarding the strengths and weaknesses of the claims and defenses. (*Id.*) While no resolution was reached that day, negotiations continued. (*Id.*) The Parties participated in a second settlement conference before Magistrate Judge Fuentes on May 22, 2025. (*Id.*, ¶ 17) At that session, the Parties reached a resolution on the material terms of settlement. (*Id.*) The Parties subsequently memorialized the terms of their settlement in the Settlement Agreement, attached as Exhibit 1 to the Rivas Declaration. (*Id.*)

III. SUMMARY OF SETTLEMENT TERMS

A. THE CLASS DEFINITION

The Settlement Class is defined as all “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, ¶ 27.⁵

B. THE SETTLEMENT BENEFITS

Grubhub will pay \$7,154,586 in cash (the “Settlement Fund”) which will be used to make payments to Settlement Class Members, cover the costs of Class Notice and settlement

⁵ Excluded from the Settlement Class are: corporate officers, members of the board of directors, and senior management of Defendant; any and all judges and justices, and chambers’ staff, assigned to hear or adjudicate any aspect of this litigation; any members of the Settlement Class that opt out prior to the opt out deadline; any entity in which Defendant has a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; and Class Counsel and all counsel of record in the Action. S.A., § II, ¶ 27.

administration, the costs of preparing and sending notices to all Attorneys General pursuant to the Class Action Fairness Act, Plaintiffs' attorneys' fees and costs as approved by the Court, and service awards to Plaintiffs as approved by the Court. S.A., § II, ¶ 29. The Settlement Fund is non-reversionary. (*Id.*)

Each Settlement Class Member who submits a Valid Claim Form will receive compensation pursuant to the proposed Plan of Allocation which provides for two cash payments: (1) an initial amount of \$50.00, and (2) an additional pro-rata amount based on the length of time a non-contracted restaurant was on the Grubhub platform. The amount of the payments will be calculated by the Settlement Administrator based on the Defendant's records indicating the duration of each restaurant's inclusion in the Place & Pay program. Plan of Allocation ("POA"), ¶ 4.

Since Grubhub's records may not have the most current contact information for the Settlement Class and some businesses may have closed, Plaintiffs propose distributing the Net Settlement Fund through a simple claims process. (Rivas Decl., ¶ 18.) Settlement Class Members who are current partners and for whom Grubhub has valid email addresses are asked to provide their business name and contact information, select their preferred payment method, and sign the form. (S.A., Ex. A.) Restaurants who are not currently contracted with Grubhub and for whom Grubhub only has a physical address will also be asked to provide their EIN or Federal Tax Identification Number to prevent fraud. (*Id.*) A link to file the Claim Form will be electronically embedded in the email notice, while a QR code will be available on the post card notice. Settlement Class Members may also access a hard copy of the Claim Form online or request one from the Settlement Administrator.

The Plan of Allocation also includes an opportunity for Settlement Class Members to appeal any denial of their claim. POA, ¶ 6. Settlement Class Members will be able to submit claims beginning on the Notice Date (November 3, 2025) through March 4, 2026 under the proposed schedule. S.A., § VI, ¶ 2; Part V below.

Based on Plaintiffs' calculations, below is a chart showing the estimated amount of cash payments based on claims rates of 1%, 2%, 5%, and 10%:

Claims Rate	Initial payment	Median Pro-rata Payment	Median Total Payout
1%	\$50.00	\$635.42	\$685.42
2%	\$50.00	\$299.11	\$349.11
5%	\$50.00	\$97.33	\$147.33
10%	\$50.00	\$30.06	\$80.06

Pursuant to the Settlement Agreement, Defendant will pay the Settlement Amount of \$7,154,586 within 35 days of entry of the Preliminary Approval Order. (S.A. § V, ¶ 1.)

C. INJUNCTIVE RELIEF

As part of the settlement, Grubhub acknowledges that it is subject to a permanent injunction entered in *Federal Trade Commission et al. v. Grubhub Inc. et al.*, No. 1:24-cv-12923 (N.D. Ill., Dec. 31, 2024) (the "FTC Settlement"). That injunction permanently prohibits Grubhub from advertising, marketing, displaying landing pages, listing menus or other content (such as open or closed status), or offering for sale or selling on Grubhub any perishable good or any good or service, from any restaurant of any kind that does not have an agreement with Grubhub to sell or offer to sell its goods or services on Grubhub. The injunctive relief set forth in the FTC Settlement is materially similar to the relief sought by Plaintiffs in this action. As part of the present settlement, Defendant has expressly agreed to comply with the obligations imposed by the FTC Settlement. (S.A. § V, ¶ 7.)

D. RELEASE

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 VIII, ¶ 1.) The release is limited to “any alleged claims of Grubhub adding restaurants to the Grubhub Platform without permission” as alleged in the Action. (S.A. § II, ¶ 23.)

E. CLASS NOTICE, REQUESTS FOR EXCLUSION, AND OBJECTIONS

The notice plan provides direct email notice to members of the Settlement Class for whom Grubhub has current email addresses, and direct postcard notice to members of the Settlement Class for whom Grubhub has a physical mailing address but not an email address or to whom the email notice is returned as undeliverable after multiple attempts. (S.A., § VII, ¶ 3; accompanying Declaration of Cameron R. Azari, Esq. Regarding Notice Plan (“Azari Decl.”), ¶ 20.) Grubhub will provide the Settlement Administrator with a list of the most update-to-date contact information for the Settlement Class in its possession. (S.A., § VII, ¶ 2.)

A summary of the Settlement’s material terms will be sent via First-Class U.S. mail in a postcard format and via email as reflected in Exhibit B to the Settlement Agreement, and shall include, among other information: a description of the material terms of this Settlement; a date by which Settlement Class Members may object to this Settlement; a date by which members of the Settlement Class may exclude themselves from this Settlement, the date upon which the Final Approval Hearing shall occur; and the address of the Settlement Website at which Settlement Class Members may access the Settlement Agreement, Claim Form, Long Form Notice (Exhibit C to the Settlement Agreement), and other related documents and information and file claims.

(S.A., § VII, ¶ 3.) The Settlement Administrator will also run a digital and social media campaign to supplement the direct notice, as described in Paragraphs 26-31 of the Azari Declaration.

According to Azari Declaration:

The Notice Plan is designed to reach the greatest practicable number of Settlement Class Members. Given our experience with similar notice efforts, we expect the Notice Plan's individual notice efforts via email and/or mail to identified members of the Settlement Class will reach approximately 80-90% of the identified Settlement Class. The reach will be further enhanced by digital and social media notice and a Settlement Website. In my experience, the Notice Plan is consistent with other court-approved notice programs, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.

(Azari Decl., ¶ 18.)

Members of the Settlement Class may request exclusion by submitting such request in writing as set forth in the Class Notice. (S.A., § VIII, ¶ 2.) Any request for exclusion⁶ must be submitted no later than the date specified in the Preliminary Approval Order, which will be no earlier than sixty days after the conclusion of the Notice Period (30 days after the Settlement Administrator begins to send notice). (*Id.*) Any person or entity who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. (S.A., § VIII, ¶ 3.)

⁶ Any request for exclusion shall (i) state for each entity requesting exclusion, the entity's full name, physical address, email address, and phone number, (ii) the name of the Action (*Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.)), (iii) a specific statement of the entity's intent to be excluded from the Settlement, (iv) the identity of the entity's counsel, if represented, and, (v) the printed name and signature of the entity's authorized representative and the date on which the request was signed. (S.A., § VIII, ¶ 2.) Failure to comply with these requirements or to timely submit the request for exclusion will result in the person or entity being bound by the terms of the Settlement Agreement. (S.A., § VIII, ¶ 1.)

Settlement Class Members may comment on or object⁷ to the Settlement, including the requested attorneys' fees, reimbursement of expenses, or service awards. (S.A., § IX, ¶1.) Settlement Class Members must submit their objections by mail or online no later than the date specified in the Preliminary Approval Order, which shall be no earlier than sixty days after the conclusion of the Notice Period. (S.A., § IX, ¶ 3.)

F. ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS

Class Counsel have worked on this case since 2020 without compensation. They will file a motion for an award of attorneys' fees in an amount not to exceed 33.3% of the Settlement Fund (or \$2,382,477) as well as reimbursement of the reasonable litigation expenses incurred in the prosecution of the Action, not to exceed \$150,000.00. (S.A., § X, ¶ 1.) This is not a clear sailing agreement, as Grubhub retains the right to oppose Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. (S.A., § X, ¶ 1.)

⁷ The comment or objection must state (i) the name and case number of this lawsuit; (ii) the Settlement Class Member's business name, mailing address, and email address or telephone number; (iii) the full name of the individual submitting the comment or objection on behalf of the Settlement Class Member and, if the Class Member is not a natural person, a description of the individual's authority to act on behalf of the Class Member; (iv) the Settlement Class Member must state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (v) all reasons for the objection or comment and sufficient proof establishing that he or she is the proprietor of the Settlement Class Member; (vi) a statement identifying all class action settlements the proprietor of the Settlement Class Member or their attorney has objected to or commented on in the last five years; (vii) whether the Settlement Class Member intends to appear at the Final Approval Hearing; (viii) the name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member, including any counsel who may be entitled to compensation for any reason related to the objection or comment; (ix) whether any attorney will appear on the Settlement Class Member's behalf at the Final Approval Hearing, and if so the identity of that attorney; and (x) the signature of the proprietor of the Settlement Class Member. (S.A., § IX, ¶ 3.)

Class Counsel will also file with the Court a motion for approval of service awards for Plaintiffs in *Lynn Scott* who are serving as class representatives in an amount not to exceed \$20,000.00 per Plaintiff, and a service award of \$7,000.00 for Plaintiff Tin Pig. (S.A., § X, ¶ 4.)

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

A. LEGAL STANDARD

Class actions were designed as “an exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only.” *Gen. Tel. Co. of the SouthWest v. Falcon*, 457 U.S. 147, 155 (1982) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 700-01 (1979)). Any settlement that results in the dismissal of a class action requires court approval. *See* Fed. R. Civ. P. 23(e); *Reynolds v. Beneficial Nat'l Bank*, 288 F.3d 277, 279 (7th Cir. 2002).

The approval process includes two steps. *See Balderrama-Baca v. Clarence Davids & Co.*, No. 15 C 5873, 2020 WL 10963973, at *1 (N.D. Ill. Nov. 18, 2020) (citing *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 314 (7th Cir. 1980), overruled on other grounds by *Felzen v. Andreas*, 134 F.3d 873, 875 (7th Cir. 1998)). First, the court conducts a preliminary review to determine whether the proposed settlement is “within the range of possible approval” and whether there is reason to notify the class members of the proposed settlement and proceed with a fairness hearing. *Armstrong*, 616 F.2d at 314. If preliminary approval is granted, the class members are notified and given an opportunity to be heard. Second, the court holds a fairness hearing to determine whether the proposed settlement is “fair, reasonable, and adequate.” *Id.*; Fed. R. Civ. P. 23(e)(2).

At the preliminary approval stage, the court’s task is to “determine whether the proposed settlement is within the range of possible approval.” *Armstrong*, 616 F.2d at 314 (internal quotation omitted). The court’s role is not “resolving the merits of the controversy or making a precise determination of the parties’ respective legal rights.” *E.E.O.C. v. Hiram Walker & Sons*,

768 F.2d 884, 889 (7th Cir. 1985) (collecting cases). At this stage, Plaintiffs need show only that final approval is likely, not that it is certain. *See* Fed. R. Civ. P. 23(e)(1)(B) (“The court must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties’ showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.”).

B. THE COURT WILL LIKELY BE ABLE TO APPROVE THE SETTLEMENT AS FAIR, REASONABLE, AND ADEQUATE

“Federal courts naturally favor the settlement of class action litigation.” *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996); *see also Armstrong*, 616 F.2d at 313 (“Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.”); *Roberts v. Graphic Packaging Int’l, LLC*, No. 3:21-cv-00750-DWD, 2024 WL 3373780, at *3 (S.D. Ill. July 11, 2024) (noting the Seventh Circuit’s recognition of the overriding public interest in favor of class settlements). Because the Settlement Agreement would bind the Settlement Class, the Court may approve the settlement only after finding that it is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In making this determination, Federal Rule of Civil Procedure 23(e)(2) requires the Court to consider whether (1) the class representatives and class counsel have adequately represented the class, (2) the proposal was negotiated at arm’s length, (3) the relief provided by the settlement is adequate, taking 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); and (v) the proposal treats class members equitably relative to each other. Fed. R Civ. P. 23(e)(2).

“Courts also consider the following five factors: (1) the strength of the plaintiffs’ case compared to the amount of the defendant’s settlement offer; (2) the complexity, length, and expense of continued litigation; (3) the amount of opposition to the settlement; (4) the opinion of experienced counsel; and (5) the stage of the proceedings and the amount of discovery completed.” *Burnett v. Conseco Life Ins. Co.*, No. 1:18-cv-00200-JPH-DML, 2020 WL 4207787, at *8 (S.D. Ind. July 22, 2020) (citing *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006)).

1. Plaintiffs and Proposed Class Counsel are Adequate

As discussed above in Part II and detailed below in Part V.A.4, Plaintiffs and Class Counsel have worked diligently for the benefit of the Settlement Class in the Action and also in opposing efforts to settle the case in Colorado for no monetary relief. There is nothing to suggest a conflict of interest between Plaintiffs or Class Counsel and the members of the Settlement Class. On the contrary, Plaintiffs’ interests are perfectly aligned with those of the Settlement Class. Accordingly, the adequacy of representation factor weighs in favor of preliminary approval.

2. The Settlement Agreement was Negotiated at Arm’s Length

The proposed Settlement Agreement is the result of extensive arm’s-length negotiations between the Parties. (Rivas Decl., ¶ 17.) To facilitate and oversee the settlement discussions in the case, early on the Parties engaged the assistance of Hunter Hughes, Esq., an experienced private mediator, and later Magistrate Judge Fuentes. (*Id.*, ¶ 15.) In preparation for the private mediation before Mr. Hughes, the Parties prepared detailed mediation briefs. (*Id.*) The private mediation did not end in resolution, so the Parties continued with the litigation. (*Id.*)

But later, after almost a year of discovery and the Court’s ruling on the motion to dismiss, the Parties participated in two settlement conferences with Judge Fuentes: an initial all-day, in-person session held on February 5, 2025, which did not immediately resolve the case, and a subsequent session on May 22, 2025. (Rivas Decl., ¶¶ 16-17.) The Parties ultimately reached agreement on the material terms of the Settlement on May 22, 2025. (*Id.* ¶ 17) The Parties subsequently memorialized the Settlement’s terms in the Settlement Agreement. (*Id.*) The Parties did not discuss the issue of attorneys’ fees or the amount of the service awards until after they reached agreement on the material terms benefitting the Settlement Class. (*Id.*)

“The best evidence of a ‘truly adversarial bargaining process’ is the ‘presence of a neutral third-party mediator.’” *T.K. Through Leshore v. Bytedance Tech. Co.*, No. 19-cv-7195, 2022 WL 888943, at *11 (N.D. Ill. Mar. 25, 2022) (citation omitted); *see also* 2 McLaughlin on Class Actions, § 6:7 (21st ed. 2024) (“A settlement reached after a supervised mediation weighs in favor of a finding of non-collusiveness”); *Steele v. GE Money Bank*, No. 1:08-civ-1880, 2011 WL 13266350, at *4 (N.D. Ill. May 17, 2011) (“[t]he involvement of an experienced mediator is a further protection for the class, preventing potential collusion”), report and recommendation adopted, No. 1:08-civ-1880, 2011 WL 13266498 (N.D. Ill. June 1, 2011); *Wright v. Nationstar Mortgage LLC*, No. 14 C 10457, 2016 WL 4505169, at *11 (N.D. Ill. Aug. 29, 2016) (similar).⁸

⁸ *See also D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (“[A] mediator[] helps to ensure that the proceedings were free of collusion and undue pressure.”); *Sandoval v. Tharaldson Emp. Mgmt., Inc.*, No. EDCV 08-482-VAP (OPx), 2010 WL 2486346, at *6 (C.D. Cal. June 15, 2010) (“The assistance of an experienced mediator in the settlement process confirms that the settlement is noncollusive.”); *Milliron v. T-Mobile USA, Inc.*, No. 08-4149, 2009 WL 3345762, at *5 (D.N.J. Sept. 14, 2009) (“[T]he participation of an independent mediator in settlement negotiations virtually insures that the negotiations were conducted at arm’s length and without collusion between the parties.”).

Because the Parties' negotiations were always at arms-length and before experienced neutrals, including Magistrate Judge Fuentes, this factor weighs in favor of preliminary approval.

3. **The Settlement Treats Class Members Equitably Relative to Each Other**

The proposed Settlement treats Settlement Class Members equitably relative to each other. The Settlement is specifically designed to apportion relief among Settlement Class Members in proportion to the harms they have suffered. Each Settlement Class Member is entitled to: (1) an initial payment of \$50.00 for being placed on the platform, and (2) an additional pro-rata payment directly proportional to the length of time they were listed on Grubhub. (POA, ¶ 4 (a).)

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. (POA, ¶ 5.)

4. **The Relief Provided by the Settlement Agreement is Adequate**

To grant preliminary approval, the Court must determine that it is “likely” to approve the settlement. In other words, this Court should determine whether the proposed Settlement falls within the range of possible final approval. *See* Manual for Complex Litigation, Fourth, § 21.632 at pp. 320-21. The range of approval “recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972); *see also In re Corrugated Container Antitrust Litig.*, 659 F.2d 1322, 1325 (5th Cir. 1981) (“[T]he essence of a settlement is compromise. A just result is often no more than an arbitrary point between competing notions of reasonableness.”).

The \$7,154,586 non-reversionary cash fund established under the Settlement represents a meaningful recovery for the Settlement Class. The Settlement Fund of \$7,154,586 represents roughly 14-24% of Plaintiffs' estimated range of recovery. (Rivas Decl., ¶ 19.) This percentage is more than the benchmark that courts routinely find reasonable in class action settlements. *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011) (gathering cases showing that 10% is reasonable); *In re Newbridge Networks Sec. Litig.*, No. CIV. A. 94-1678-LFO, 1998 WL 765724, at *2 (D.D.C. Oct. 22, 1998) (noting that while “[c]ourts have not identified a precise numerical range within which a settlement must fall in order to be deemed reasonable; [] an agreement that secures roughly six to twelve percent of a *potential* trial recovery ... seems to be within the targeted range of reasonableness”) (italics in original); *see also McPhail v. First Command Fin. Planning, Inc.*, No. 05cv179-IEG-JMA, 2009 WL 839841, at *5 (S.D. Cal. Mar. 30, 2009) (recovery of 7% of estimated damages fair and adequate). The recovery is particularly notable given that the decision to award disgorgement of profits is discretionary, not mandatory, and Grubhub has asserted throughout the case that the Place & Play program was not profitable.

Rule 23(e)(2)(c) provides four considerations that must be taken into account when determining whether the monetary relief under the Settlement is adequate: (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). Each of these factors supports approval.

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

Although Plaintiffs and Class Counsel believe that the claims asserted in the Action are meritorious and that Plaintiffs and the Settlement Class would ultimately prevail at trial, continued

litigation against Defendant poses risks that make any eventual recovery for the Settlement Class uncertain. The fairness and adequacy of the Settlement is underscored by consideration of the obstacles that the Settlement Class would face in ultimately succeeding on the merits, as well as the expense and likely duration of the litigation. If the litigation were to continue, Plaintiffs face a number of significant risks before trial that could limit or even eliminate their claims, including a possible adverse ruling on Grubhub's motion to strike Plaintiffs' class allegations or a denial of Plaintiffs' upcoming motion for class certification; exclusion of Plaintiffs' damages or consumer survey experts; an unfavorable ruling on summary judgment; or a ruling or finding that disgorgement of profits is not appropriate. Additionally, while Plaintiffs believe their Lanham Act claims are certifiable, Grubhub would vehemently oppose Plaintiffs' motion for class certification and in fact, already moved to strike the class allegations. Despite these real and significant risks, the Settlement Class will recover a significant amount without having to go through trial and appeals.

When considering the Settlement, Plaintiffs weighed the certainty of an immediate recovery for the Settlement Class against the legal challenges that lie ahead. Under these circumstances, the proposed Settlement is fair, reasonable, and adequate.

b. The effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims

The Parties, in collaboration with the Settlement Administrator, have developed a comprehensive notice plan designed to maximize outreach to Settlement Class Members as discussed in Part III.E above. The claims process is intentionally designed to be straightforward while effectively preventing fraudulent submissions. Settlement Class Members are also afforded the opportunity to appeal claim denials. (POA, ¶ 6.) Additionally, should any Settlement Class

Member have questions about the claims process, assistance is available via a dedicated toll-free number. Numerous courts have approved simplified claims processes such as the one here.

c. The terms of any proposed award of attorney's fees, including timing of payment

Class Counsel will seek an award of fees up to 33.3% of the Settlement Fund (or \$2,382,477). (Rivas Decl., ¶ 20.) This amount falls squarely in line with other approved class settlements in the Seventh Circuit. *E.g., Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015) (awarding 36% of net settlement fund in class settlement); *Martin v. JTH Tax, Inc.*, No. 1:13-cv-6923 (N.D. Ill. Sept. 23, 2015), ECF No. 86 (awarding 38% of net settlement fund in class settlement); *Kusinski v. Macneil Auto. Prod. Ltd.*, No. 17-cv-3618, 2018 WL 3814303, at *1 (N.D. Ill. Aug. 9, 2018) (“The Court authorizes 1/3 of the Gross Settlement Fund”); *In re Herff Jones Data Breach Litig.*, No. 1:21-cv-01329-TWP-DLP (S.D. Ind. July 19, 2022), ECF No. 73 (awarding 35% of settlement fund for attorneys’ fees as reasonable). Additionally, the \$2,382,477 is substantially less than the lodestar that Class Counsel have incurred in the case. (Rivas Decl., ¶ 20.) Plaintiffs will also seek reimbursement of the reasonable litigation expenses incurred in prosecuting the Action, which are anticipated not to exceed \$150,000.00. (*Id.*)

Plaintiffs will also file with the Court an application for approval of service awards for each of the Plaintiffs who are serving as class representatives in this case. In recognition of their substantial contributions to the Action and Settlement in this matter, Plaintiffs will request service awards in an amount not to exceed \$20,000 for each of the following 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 of these plaintiffs spent over 200 hours furthering the litigation of the case. Plaintiffs will also request a service

award in an amount not to exceed \$7,000 for plaintiff Jack Tate d/b/a The Tin Pig, LLC, who dedicated nearly 70 hours to this litigation and filed his action in late 2023.

The proposed Class Representatives actively participated throughout the case—including providing factual support for multiple complaints, responding to discovery, preparing for depositions, attending mediation, and conferring regularly with counsel. 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. Their involvement even resulted in some plaintiffs being named in related insurance disputes between Grubhub and its insurers. (Rivas Decl., ¶ 10.) Plaintiffs' efforts were crucial in achieving a meaningful recovery for the Class. (*Id.*, ¶ 11.)

Courts in this Circuit routinely approve service awards in the \$10,000 to \$25,000 range, particularly where representatives dedicate significant time, assume litigation risks, and reject individual settlement offers in favor of class-wide relief. *See, e.g., Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) 1016 (affirming \$25,000 incentive award to lead class representative); *BNVS Transp. LLC v. 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); *Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 11-cv-4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (approving \$25,000 service award to a business class representative). The requested awards are consistent with precedent and reflect the time, effort, and risk the Plaintiffs undertook to secure relief for the Settlement Class. The service awards will also be paid from the Settlement Fund.

Under the Parties' proposed schedule, Class Counsel's application for attorneys' fees, expense reimbursement, and service awards for the Class Representatives will be filed and posted on the Settlement Website at least 28 days before the objection deadline. And any fees and

expenses, and service awards awarded by the Court will be paid ten days after the Effective Date. (S.A., § X, ¶¶ 2, 5.) These provisions in the Settlement Agreement support preliminary approval because they do not create a preference that favors Class Counsel or the named Plaintiffs in terms of timing of the payments.

d. 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.” This section requires disclosure of any side agreements that may not be clearly set forth in the settlement agreement. Here, the Settlement Agreement contemplates that if the total number of opt-outs from the Settlement meets or exceeds a certain confidential number, Grubhub will have the right to terminate the Settlement. (S.A., § XIV, ¶ 3.) The confidential threshold number is contained within a separate Confidential Supplemental Agreement Regarding Exclusion Threshold. Should the Court wish to see the Confidential Supplement Agreement Regarding Exclusion Threshold, the Parties request that the Court permit them to file it under seal.

5. The Strength of Plaintiffs’ Case Compared Against the Amount of Settlement

Perhaps the most important settlement-approval factor is “the strength of plaintiff’s case on the merits balanced against the amount offered in the settlement.” *Synfuel Techs.*, 463 F.3d at 653 (quoting *In re Gen. Motors Corp. Engine Interchange Litig.*, 594 F.2d 1106, 1132 (7th Cir. 1979)). Here, continued litigation with the Defendant poses notable risks and costs. Chief among these is the potential that Plaintiffs may not prevail on their claims or successfully establish damages, and Defendant will argue that demonstrating loss of sales class-wide cannot be done. And although the Lanham Act permits disgorgement of profits, such recovery would require the trier of fact to find that Grubhub’s profits should be disgorged regardless of harm to the Settlement

Class—a point Grubhub vigorously disputes. While Plaintiffs believe their claims are certifiable, they recognize that Grubhub will vigorously oppose class certification.

Even if Plaintiffs overcame these hurdles, they would still face the significant expense and delay of continued litigation, including Daubert motions, dispositive motions, trial, and potential appeals. Furthermore, “[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. Continued litigation carries with it a decrease in the time value of money, for ‘[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.’” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) (quoting *Reynolds*, 288 F.3d at 284); *See also Schulte v. Fifth Third Bank*, 805 F.Supp.2d 560, 586 (N.D. Ill. 2011) (“Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.”). In negotiating and evaluating the Settlement, Plaintiffs and Class Counsel have taken these costs and uncertainties into account, as well as the risks and delays inherent in complex class action litigation. Moreover, the consideration to be paid by Defendant is significant. Accordingly, the strength of Plaintiffs’ case compared to settlement amount weighs in favor of the fairness, reasonableness, and adequacy of the proposed Settlement.

6. Likely Complexity, Length, and Expense of Continued Litigation

The anticipated complexity, duration, and cost of a trial are also relevant to assessing the fairness, reasonableness, and adequacy of the proposed Settlement Agreement. Further litigation will necessitate additional expenditures and substantial time commitments beyond what has already been invested. The ten named plaintiffs have not yet been deposed, and Plaintiffs plan to conduct further depositions of Grubhub employees, including Grubhub’s corporate representative, if the Settlement is not approved. Continued prosecution of the case will no doubt

require considerable expert involvement, with at least two of Plaintiffs' experts expected to opine on the impact of Grubhub's representations on consumer sentiment and damages. Efforts to certify a nationwide class and prevail on the merits are likely to be lengthy, complex, and expensive, involving multiple expert witnesses, extended discovery, and extensive motions practice. This factor is therefore considered in evaluating whether to grant preliminary approval.

7. Opposition to the Settlement Agreement

Next, while no opposition to the Settlement is currently known, this factor is better examined after notice has been issued to the Settlement Class. Thus, this factor does not weigh either for or against preliminary approval of the Settlement.

8. The Opinion of Experienced Counsel

The opinion of counsel weighs heavily in favor of the fairness, reasonableness, and adequacy of the proposed Settlement. 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*, 616 F.2d at 325). As explained more fully below in the discussion on adequacy of representation, Class Counsel are experienced and highly competent class action litigators and believe the Settlement should be preliminarily approved. (Rivas Decl., ¶ 4.) Accordingly, this factor weighs in favor of granting preliminary approval.

9. The Stage of the Proceedings and the Amount of 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. The proposed Settlement was reached after nearly five years of litigation and months of extensive mediation efforts. Extensive written discovery has been completed, including hundreds of written discovery requests served by the Parties. Over 90,000

pages of documents have been produced by Grubhub in this case to date. (*Id.*, ¶ 13.) All of the discovery has informed the Parties’ settlement negotiations and included internal communications, records of consumer complaints, analyses, presentations, operational and financial data, and other relevant evidence, as well as a deposition a Grubhub employee. (*Id.*) “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*, 2020 WL 4207787, at *10. “Accordingly, this factor weighs in favor of the fairness, reasonableness, and adequacy of the Proposed Settlement Agreement.” (*Id.*)

V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES IS APPROPRIATE

Once the Court determines that the proposed Settlement merits approval, the Court then must determine whether the class is likely to meet the requirements for certification for settlement purposes. Fed. R. Civ. P. 23(e)(1)(B)(ii). “Rule 23 gives the district courts broad discretion to determine whether certification of a class-action lawsuit is appropriate[.]” *Arreola v. Godinez*, 546 F.3d 788, 794 (7th Cir. 2008) (internal quotations omitted). A plaintiff seeking class certification must satisfy each requirement of Rule 23(a)—numerosity, commonality, typicality and adequacy of representation—and one subsection of Rule 23(b). *Simpson v. Dart*, 23 F.4th 706, 711 (7th Cir. 2022); *Santiago v. City of Chicago*, 19 F.4th 1010, 1016 (7th Cir. 2021).⁹ “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is

⁹ In addition, courts have identified two implied prerequisites of Rule 23: (1) that the class definition be sufficiently precise to enable a court to ascertain the identity of class members by reference to objective criteria; and (2) that the named representative be a member of the proposed class. *Alliance to End Repression v. Rochford*, 565 F.2d 975, 977 (7th Cir. 1977). Because the proposed Settlement Class is defined using objective criteria and because there is no question that Plaintiffs are members of the proposed Settlement Class, both implied requirements are easily satisfied.

that there be no trial.” *Smith v. Sprint Communications Co., L.P.*, 387 F.3d 612, 614 (7th Cir. 2004); (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997)).

A. RULE 23(A)’S REQUIREMENTS ARE SATISFIED

1. Numerosity

Rule 23(a) requires that a class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “While there is no magic number that applies to every case, a forty-member class is often regarded as sufficient to meet the numerosity requirement.” *Mulvania v. Sheriff of Rock Island Cty.*, 850 F.3d 849, 859 (7th Cir. 2017). *See also Swanson v. Am. Consumer Indus., Inc.*, 415 F.2d 1326, 1333, n.9 (7th Cir. 1969) (similar); *Savanna Group, Inc. v. Trynex, Inc.*, No. 10-cv-7995, 2013 WL 66181, *4 (N.D. Ill. Jan. 4, 2013) (similar).

Here, the proposed Settlement Class includes approximately 387,000 businesses as determined by Grubhub’s business records. (Rivas Decl. ¶ 8.) The Settlement Class thus easily satisfies the numerosity requirement. *See, e.g., Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *6 (N.D. Ill. June 25, 2018) (class of 40 or more is sufficient); *McCabe v. Crawford & Co.*, 210 F.R.D. 631, 643 (N.D. Ill. 2002).

2. Commonality

To satisfy the commonality requirement, there must “be one or more common questions of law or fact that are capable of class-wide resolution and are central to the claims’ validity.” *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1026 (7th Cir. 2018) (citing *Bell v. PNC Bank, Nat’l Ass’n*, 800 F.3d 360, 374 (7th Cir. 2015)). Commonality is satisfied where common questions are capable of generating “common *answers* apt to drive the resolutions of the litigation.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (italics in original). The common questions “need not address every aspect of the plaintiffs’ claims,” but they “must drive

the resolution of the litigation.” *Phillips v. Sheriff of Cook Cty.*, 828 F.3d 541, 553 (7th Cir. 2016) (internal quotations omitted). “[F]or purposes of Rule 23(a)(2) even a single common question will do.” *Dukes*, 131 S. Ct. at 2556. (internal quotations and alterations omitted).

Here, there are many questions of law and fact that are common to the proposed Settlement Class. These include whether Defendant’s inclusion of unaffiliated restaurants on its platform was likely to cause consumer confusion as to the restaurant’s affiliation with Grubhub; whether and how much Grubhub profited from including unaffiliated restaurants on its website and mobile apps without a contract in place; whether Grubhub engaged in false advertising by including unaffiliated restaurants on its website and mobile apps without a contract in place; whether Grubhub engaged in false advertising by stating that deliveries from non-partnered restaurants are available on Grubhub; whether Grubhub’s actions violated the Lanham Act; and the nature of the relief, including damages and equitable relief, to which Plaintiffs and the Settlement Class Members are entitled. Because Plaintiffs’ claims involve common questions of law and fact, Plaintiffs have satisfied the commonality requirement. *See, e.g., Parker v. Risk Mgmt. Alternatives, Inc.*, 206 F.R.D. 211, 213 (N.D. Ill. 2002) (“[A] common nucleus of operative fact is usually enough to satisfy the [commonality] requirement.”); *Burnett v. Conseco Life Ins. Co.*, No. 1:18-cv-00200-JPH-DML, 2020 WL 4207787, at *5-6 (S.D. Ind. July 22, 2020).

3. Typicality

To satisfy the typicality requirement, “the claims or defenses of the representative party [must] be typical of the claims or defenses of the class.” *Muro v. Target Corp.*, 580 F.3d 485, 492 (7th Cir. 2009) (quoting *Williams v. Chartwell Fin. Servs., Ltd.*, 204 F.3d 748, 760 (7th Cir. 2000)). “A claim is typical if it ‘arises from the same event or practice or course of conduct that gives rise to the claims of other class members and ... [the] claims are based on the same legal

theory.” *Oshana v. Coca-Cola Co.*, 472 F.3d 506, 514 (7th Cir. 2006) (quoting *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992)). “Although ‘[t]he typicality requirement may be satisfied even if there are factual distinctions between the claims of the named plaintiffs and those of other class members,’ the requirement ‘primarily directs the district court to focus on whether the named representatives’ claims have the same essential characteristics as the claims of the class at large.’” *Muro*, 580 F.3d at 492 (quoting *De La Fuente v. Stokely-Van Camp, Inc.*, 713 F.2d 225, 232 (7th Cir. 1983)) (alteration in original). Put another way, where the defendant engages “in a standardized course of conduct vis-a-vis the class members, and plaintiffs’ alleged injury arises out of that conduct,” typicality is “generally met.” *Hinman v. M and M Rental Ctr. Inc.*, 545 F. Supp. 2d 802, 806-07 (N.D. Ill. 2008) (citing, e.g., *Keele v. Wexler*, 149 F.3d 589, 594 (7th Cir.1998)). Here, the claims of Plaintiffs and all Settlement Class Members arise out of the same course of conduct—Grubhub’s listing of their restaurant names, logos, and other information on its online food ordering and delivery platform without contracts in place—and assert the same theories of liability under the Lanham Act. Accordingly, typicality is satisfied. *See, e.g., Burnett*, 2020 WL 4207787, at *6.

4. Adequacy of Representation

To satisfy the adequacy of representation requirement, the representative parties must “fairly and adequately protect the interests of the class.” *Amchem Prods.*, 521 U.S. at 625. “This adequate representation inquiry consists of two parts: (1) the adequacy of the named plaintiffs as representatives of the proposed class’s myriad members, with their differing and separate interests, and (2) the adequacy of the proposed class counsel.” *Gomez v. St. Vincent Health, Inc.*, 649 F.3d 583, 592 (7th Cir. 2011) (citing *Retired Chi. Police Ass’n v. City of Chi.*, 7 F.3d 584,

598 (7th Cir. 1993)). “A class is not fairly and adequately represented if class members have antagonistic or conflicting claims.” *Rosario*, 963 F.2d at 1018.

Plaintiffs and proposed Class Counsel here adequately represent the class. There is no conflict between Plaintiffs and Settlement Class Members, as both groups were allegedly harmed by Grubhub listing their restaurants on its platforms without contracts, causing diners to wrongly believe those restaurants endorsed Grubhub's delivery services. In light of this common injury, the named Plaintiffs have every incentive to vigorously pursue the class claims. Plaintiffs have actively participated in this litigation by providing documents, reviewing pleadings, preparing for scheduled depositions (reset on two separate occasions), attending mediation, while remaining in regular contact with counsel and keeping apprised of the status of this litigation including settlement negotiations throughout the entire case. (Rivas Decl., ¶ 10.) Further, Class Counsel have also invested substantial time and resources in this case by investigating the underlying facts, researching the applicable law, retaining and conferring with experts, engaging in extensive discovery, vigorously opposing settlement efforts that did not adequately compensate and protect the interests of the class, and negotiating a detailed settlement. (*Id.*, ¶ 6.) Moreover, Class Counsel have decades of combined experience vigorously litigating class actions on behalf of plaintiffs aggrieved by corporate malfeasance, including numerous false advertising cases, and do not have interests that conflict with the Settlement Class. (*Id.*, ¶ 4.) Thus, the requirements of Rule 23(a) are satisfied.

B. RULE 23(B)(3) REQUIREMENTS ARE SATISFIED

Certification of a class under Rule 23(b)(3) is proper if “the questions of law or fact common to class members predominate over any questions affecting only individual members, and [when] a class action is superior to other available methods for fairly and efficiently

adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). This rule requires two findings: predominance of common questions over individual ones and superiority of the class action mechanism. *Id.* In assessing whether those requirements have been met, courts should consider: “(A) the class members’ interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.” *Id.*

The predominance requirement under Rule 23(b)(3) focuses on the relationship between the common and individual issues in the case, and tests whether the proposed class is sufficiently cohesive to warrant class certification. “There is no mathematical or mechanical test for evaluating predominance.” *Howard v. Cook Cty. Sheriff’s Office*, 989 F.3d 587, 607 (7th Cir. 2021) (internal quotes omitted). However, “[e]fficiency is the animating principle.” *Id.* “To gauge whether a class action would be more efficient than individual suits, [t]he predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.” *Id.* (internal quotation omitted; alteration in original). “When a proposed class challenges a uniform policy, the validity of that policy tends to be the predominant issue in the litigation.” *Nicholson v. UTI Worldwide, Inc.*, No. 3:09-cv-722-JPG-DGW, 2011 WL 1775726, at *7 (S.D. Ill. May 10, 2011) (citation omitted). Notably, when a settlement class is proposed, the manageability criteria of Rule 23(b)(3) do not apply. *Amchem*, 521 U.S. at 620.

Here, for settlement purposes, the central common questions predominate over any questions that may affect individual Settlement Class Members. As previously discussed, the

central common questions include whether Defendant's inclusion of unaffiliated restaurants on its platform was likely to cause consumer confusion as to the restaurant's affiliation with Grubhub; whether and how much Grubhub profited from including unaffiliated restaurants on its website and mobile apps without permission; and whether Grubhub engaged in false advertising by including unaffiliated restaurants on its website and mobile apps without contracts in place and by stating that deliveries from non-partnered restaurants are available on Grubhub. These issues, as Plaintiffs allege, are subject to generalized proof and outweigh any issues that are subject to individualized proof. Thus, the Settlement Class meets the predominance requirement for settlement purposes.

Furthermore, here, a class action is vastly "superior to other available methods for fairly and efficiently adjudicating the controversy" for numerous reasons. Fed. R. Civ. P. 23(b)(3). First, the members of the Settlement Class are both significant in number and geographically dispersed and the interest of the class as a whole in litigating the many common questions substantially outweighs any interest by individual members in bringing and prosecuting separate actions.

Additionally, a class action is superior here because it will conserve judicial resources and is more efficient for Settlement Class Members, particularly those who lack the resources to bring their claims individually. It will be the most efficient way to resolve Settlement Class Members' claims, especially considering that they would have a difficult and costly task in seeking relatively small damages solely on an individual basis. Employing the class device here will not only achieve economies of scale for the Settlement Class but will also conserve judicial resources and preserve public confidence in the integrity of the system by avoiding the waste and delay of repetitive proceedings and preventing inconsistent adjudications. Accordingly, a class action is

superior to individual suits. Because the requirements of Rule 23(a) and Rule 23(b)(3) are satisfied, the Court should preliminarily certify the Settlement Class.

C. ROSEMARY M. RIVAS AND ELIZABETH FEGAN SHOULD BE APPOINTED AS CLASS COUNSEL

When certifying a Rule 23 class, the Court is required to appoint class counsel to represent the class members. *See* Fed. R. Civ. P. 23(g)(1). In appointing class counsel, the Court must consider: (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class. Fed R. Civ. P. 23(g)(1)(A).

Plaintiffs are represented by Rosemary M. Rivas of the Gibbs Mura LLP and Elizabeth A. Fegan of Fegan Scott LLC. Each has extensive experience litigating class actions. (Rivas Decl., ¶ 4.) These attorneys have done substantial work identifying the Lanham Act claims in this case, investigating the facts, vigorously prosecuting the case through intense discovery, protecting the class from inadequate settlements, and negotiating and settling Plaintiffs' claims. (*Id.*, ¶ 6.) They have thoroughly investigated the facts and circumstances surrounding Grubhub's Place & Pay program and the impact Grubhub's listing of non-contracted restaurants on its platforms had on the Settlement Class Members' reputations. They have researched numerous legal claims against Defendant, including in-depth analysis of the Lanham Act, and Grubhub's potential defenses. Counsel have analyzed industry and Grubhub data, information, and public reports, collaborated with and retained experts to develop innovative damages models, and over saw the review and analysis of 90,000 pages of documents produced by Defendant. (*Id.*, ¶ 7.) Further, they are willing to commit and have already committed the necessary resources to represent the Settlement

Class. (*Id.*, ¶ 8.) Accordingly, the Court should preliminarily appoint Rosemary M. Rivas and Elizabeth A. Fegan as Class Counsel.

D. THE PROPOSED NOTICE PLAN SHOULD BE APPROVED

Under Fed. R. Civ. P. 23(c)(2)(B), a notice must provide “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R. Civ. P. 23(c)(2)(B). Further, when presented with a proposed class settlement, a court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). “The contents of a Rule 23(e) notice are sufficient if they inform the class members of the nature of the pending action, the general terms of the settlement, that complete and detailed information is available from the court files, and that any class member may appear and be heard at the hearing.” 3 Newberg on Class Actions § 8:32 (4th ed. 2010).

The proposed notice plan satisfies the requirements of Rule 23 and due process by providing the best notice practicable under the circumstances. Developed with the assistance of an experienced Settlement Administrator, the notice plan relies on the most current contact information available to the Defendant and includes reasonable efforts to update that information where necessary. A summary of the Settlement’s material terms will be disseminated via U.S. mail and email to all identifiable Settlement Class Members, supplemented by a targeted digital

advertising campaign designed to maximize reach. In addition, the Settlement Administrator will establish and maintain a dedicated Settlement Website containing the Long-Form Notice, Claim Form, Settlement Agreement, and other relevant documents, and will operate a toll-free hotline to respond to inquiries. This multi-pronged approach ensures that the Settlement Class is adequately informed of their rights and options under the Settlement, including how to submit Claim Forms, opt out, or object to the Settlement.

Moreover, the proposed notice plan is appropriate and adequate because it describes the terms of the settlement, informs the Settlement Class about the requests for attorney's fees and expenses and service awards, and explains how members of the Settlement Class may opt-out or object to the Settlement, and provides specific information regarding the date, time, and place of the fairness hearing. *See 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 proposed notice plan provided for here more than satisfies this standard.

E. EPIQ SHOULD BE APPOINTED AS SETTLEMENT ADMINISTRATOR

Plaintiffs request that the Court appoint Epiq Class Action & Claims Solutions, Inc. (“Epiq”) to serve as the Settlement Administrator. Epiq specializes in claims administration and has substantial experience administering nationwide consumer settlements such as this. (Azari Decl., ¶ 4.) Epiq was selected following a competitive request for proposal process involving six different settlement administration providers. As demonstrated by the accompanying Azari Declaration, Epiq is qualified to serve as the Settlement Administrator.

VI. PROPOSED SCHEDULE TO IMPLEMENT SETTLEMENT

Plaintiffs propose the following schedule for the remainder of the approval process:

EVENT	DATE
Deadline to begin sending Class Notice via U.S. mail and email	November 3, 2025
Deadline for Class Counsel to file Motion for Final Approval and Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards	December 19, 2025
Deadline for members of the Settlement Class to submit objections	February 2, 2026
Deadline for members of the Settlement Class to submit requests for exclusion	February 2, 2026
Deadline for Settlement Class Members to submit Claim Forms	March 4, 2026
Deadline for Class Counsel to file Replies in support of Motion for Final Approval and Motion for Attorneys' Fees, Reimbursement of Expenses and Service Awards; (b) proof of compliance with notice plan and list of exclusions; and (c) any responses to the objections.	March 25, 2026
Deadline for giving written notice of intent to be heard at the Final Approval Hearing	March 31, 2026
Final Approval Hearing	April 15, 2026 at 10:00 a.m.

VII. CONCLUSION

For the reasons described above, Plaintiffs respectfully request that the Court enter the accompanying Preliminary Approval Order, which (1) appoints Plaintiffs as the named Class representatives to represent the Settlement Class; (2) appoints Rosemary M. Rivas and Elizabeth A. Fegan as Class Counsel; (3) schedules a fairness hearing on the question of whether the proposed Settlement should be approved as fair, reasonable, and adequate; (4) approves the form and content of the proposed Class Notice to the Settlement Class; (5) approves the form and content of the proposed Claim Form; (6) approves the proposed method of objecting to and requesting exclusion from the Settlement; (7) directs Class Notice to be carried out as described in the Settlement Agreement and in accordance with the notice plan; (8) preliminarily approves the Settlement; (9) appoints Epiq as the Settlement Administrator; and (10) preliminarily certifies the Settlement Class for purposes of settlement only.

Dated: August 26, 2025

Respectfully submitted,

/s/ Elizabeth A. Fegan

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*Counsel for Plaintiffs and the Proposed
Class*

**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

Judge LaShonda A. Hunt

Date: September 4, 2025

Time: 10:00 a.m.

**DECLARATION OF ROSEMARY M. RIVAS IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

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

1. I am a Partner with the law firm Gibbs Mura LLP, and counsel of record for Plaintiffs in this litigation. I am an attorney at law licensed to practice in the State of California, and I am admitted to practice *pro hac vice* in this action.

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' Unopposed Motion for Preliminary Approval of Class Action Settlement.

3. I discuss, in the following order: (a) our experience in complex litigation; (b) our commitment to this Action since its inception; (c) a brief summary of the motion practice and discovery taken in the case; (d) and a brief description of the Parties' settlement negotiations. Unless otherwise stated, all capitalized terms have the same meaning as set forth in the Parties' proposed Class Action Settlement Agreement, attached hereto as Exhibit 1.

A. Proposed Class Counsel's Experience in Complex Class Litigation

4. I, along with Gibbs Mura LLP, and Elizabeth A. Fegan of the law firm of Fegan Scott LLC, represent the Plaintiffs in this Action. Each firm has significant experience vigorously litigating class actions on behalf of plaintiffs aggrieved by corporate malfeasance. I have served as class counsel in numerous nationwide class action cases and thus have substantial experience litigating class actions and complex civil litigation. The firms' resumes showing their experience and qualifications to serve as Class Counsel are attached hereto as Exhibits 2 and 3.

5. Based on our extensive experience representing plaintiffs in complex class litigation, we recognize the costs and risks of continued prosecution of the Action. We believe that the proposed Settlement is fair, reasonable, and adequate and will provide meaningful benefits to the Settlement Class in light of the known facts and circumstances and discovery taken in the case,

including the significant risks and delays of litigation that are presented by the defenses and potential appellate issues that Defendant may assert.

B. Plaintiffs' Commitment to the Action Since Inception

6. We have been intimately involved in every aspect of this litigation since its inception and have invested substantial time and resources in this case by investigating the underlying facts, researching the applicable law, identifying the Lanham Act claims, retaining and conferring with experts, engaging in extensive discovery, vigorously opposing Grubhub's efforts to stay the case, obtain a dismissal, and strike the class action allegations, and in negotiating the Settlement.

7. We thoroughly investigated the facts and circumstances surrounding Grubhub's decision to list non-contracted restaurants on its platform and the impact on them. We have researched numerous legal claims against Grubhub, including in-depth analysis of the Lanham Act, and Grubhub's potential defenses. We have analyzed a significant amount of data produced by Grubhub and retained experts to develop damages models, and reviewed over 90,000 pages of documents produced by Defendant.

8. We have committed significant resources to represent the Settlement Class and will continue to do so. We have vigorously represented the interests of Plaintiffs and the Settlement Class and have taken significant discovery enabling Plaintiffs to negotiate the proposed Settlement from a position of knowledge and strength, and as advocates for the Settlement Class, which Grubhub's business records indicate includes approximately 387,000 businesses.

9. Although Plaintiffs have vigorously litigated this matter, to prevail they would still need to seek and achieve class certification and defeat any Daubert motions; prevail on Grubhub's anticipated motion for summary judgment and attempts to decertify the class; prevail at trial and

prevail on all appeals. Accordingly, it is our opinion that the proposed Settlement is within the range of reasonableness meriting preliminary approval.

10. 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 participated in the prosecution of this case. Each Plaintiff agreed to undertake the responsibilities of serving as a class representative, and each has agreed to act in the Settlement Class Members' best interests. 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, and conferring regularly with counsel and keeping apprised of the status of this litigation including settlement negotiations during the case. 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. Their involvement even resulted in some plaintiffs being name in a related insurance dispute between Grubhub and its insurer(s).

11. Plaintiffs' efforts helped achieve the recovery for the Class. 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. The Plaintiffs support the proposed Settlement.

C. The Parties Engaged in Extensive Motion Practice and Discovery

12. As the Court's docket shows, the Parties engaged in extensive motion practice, in particular briefing the issue of a stay numerous times; briefing Grubhub's motion to dismiss; briefing Grubhub's motion to strike the class allegations; and briefing motions to compel discovery. They also engaged in extensive written discovery. Plaintiffs served several rounds of

written discovery, including six sets of requests for production, two sets of interrogatories (totaling 22 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.

13. Plaintiffs reviewed more than 90,000 pages of documents produced by Grubhub such as internal communications about the decision to list non-contracted restaurants on the Grubhub platform involving Grubhub employees and about the Place & Pay program; marketing and financial presentations; records of consumer complaints; operational and financial data; and other relevant evidence. This discovery informed the Parties' settlement negotiations. Plaintiffs also deposed Grubhub employee Mary Rappa, a marketing manager at Grubhub, and Plaintiffs were in the process of preparing for the deposition of Grubhub's 30b6 witnesses when they reached the Settlement.

14. For their part, 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.

D. The Parties' Settlement Negotiations

15. Recognizing the risks and expense of continued litigation, the Parties engaged in settlement discussions over the course of a year. Our first attempt at settlement involved engaging in private mediation on May 22, 2024 before experienced mediator Hunter Hughes, Esq. to facilitate and oversee the settlement negotiations. In preparation for the private mediation before Mr. Hughes, the Parties prepared detailed mediation briefs. The private mediation did not end in resolution, so the Parties continued with the litigation.

16. After the Court denied in part Grubhub's motion to dismiss and ordered Grubhub to respond to the complaint, and after the Parties completed their briefing on Grubhub's motion to strike the class allegations, the Parties participated in an all-day, in person session settlement conference on February 5, 2025 before Magistrate Judge Fuentes. In advance of the settlement conference, the Parties exchanged detailed settlement statements regarding the strengths and weaknesses of the claims and defenses. While no resolution was reached that day, negotiations continued.

17. The Parties participated in a second settlement conference before Magistrate Judge Fuentes on May 22, 2025. At that session, the Parties reached a resolution on the material terms of settlement. The Parties subsequently memorialized the terms of their settlement in the Settlement Agreement, attached hereto as Exhibit 1. The Parties did not discuss the issue of attorneys' fees or the amount of the service awards until after they reached the Settlement's material terms regarding the benefits for the proposed Settlement Class. The proposed Settlement is the result of extensive arm's-length negotiations between the Parties.

18. Although Defendant will provide the Settlement Administrator with sufficient information to identify the Settlement Class, including names and contact information (physical addresses, phone numbers, and email addresses) within Defendant's possession, Plaintiffs propose distributing the Net Settlement Fund through a simple claims process since Grubhub's records likely do not have recent contact information for the entire Settlement Class and some businesses may have closed.

19. The non-reversionary cash payment of \$7,154,586 that Grubhub is obligated to pay pursuant to the Settlement Agreement is roughly 14-24% of Plaintiffs' estimated range of recovery as calculated by our expert based on the financial data we obtained from Grubhub during course of formal discovery. If the case proceeded, Grubhub would have the opportunity to dispute Plaintiffs' estimated range of recovery and the propriety of disgorgement of profits.

20. We plan on filing a motion for an award of fees up to 33.3% of the Settlement Fund (or \$2,382,477), which is substantially less than the lodestar that Plaintiffs' Counsel have incurred in the case. We will also seek reimbursement of the reasonable litigation expenses incurred in the prosecution of the Action, which we do not anticipate will exceed \$150,000.00 and was spent on experts and other case costs.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 26th day of August 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 August 26, 2025, on ECF, which automatically served all counsel of record.

Dated: August 26, 2025

/s/ Elizabeth A. Fegan

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EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

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”), and Defendant Grubhub Inc. (collectively, the “Parties” and individually, a “Party”), hereby enter into this Class Action Settlement Agreement (“Agreement”), subject to the approval of the Court, which provides for the settlement and final resolution of the Action defined below.

I. RECITALS

WHEREAS, Plaintiffs filed a proposed class action lawsuit against the Defendant in the United States District Court for the Northern District of Illinois, Eastern Division, captioned *Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.) (the “Action”);

WHEREAS, the Action is comprised of the following consolidated lawsuits: *Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.), and *Jack Tate d/b/a The Tin Pig v. Grubhub, Inc.*, Case No. 1:23-cv-15865-LAH-HKM (N.D. Ill.);

WHEREAS, on September 24, 2024, the Plaintiffs filed the Consolidated Amended Complaint, (ECF No. 171), and the Court consolidated *Lynn Scott* and *Tate* for all purposes on September 25, 2024, (ECF No. 172);

WHEREAS, the Plaintiffs in the consolidated action and their counsel have worked together cooperatively to prosecute the Action on their own behalf and on behalf of proposed class members;

WHEREAS, the nature of the Action is detailed in the Consolidated Amended Complaint, (ECF No. 171), which alleges, among other things, that Grubhub violated the Lanham Act, 15 U.S.C. § 1125(a)(1) and § 1114(1), by adding restaurants—including Plaintiffs’ restaurants—to its food ordering and delivery platform without permission thereby causing damage to the restaurants;

WHEREAS, Defendant denies that it violated the Lanham Act, denies the substantive allegations in the Consolidated Amended Complaint, denies that Plaintiffs’ claims are meritorious, denies that the Plaintiffs, or anyone else, was damaged as a result of Defendant’s conduct, and denies that it is liable to Plaintiffs or any member of the proposed class for any of the matters asserted in the Action;

WHEREAS, prior to reaching this Agreement, the Parties exchanged discovery and engaged in extensive motion practice;

WHEREAS, the Parties engaged the services of a professional mediator and attended a private mediation session in San Diego, California on May 22, 2024, although the Parties were unable to resolve the Action with the mediator's assistance during that session;

WHEREAS, the Parties subsequently engaged the assistance of the assigned Magistrate Judge in the Northern District of Illinois to mediate and oversee the settlement negotiations in this Action. The Parties exchanged detailed settlement statements and attended a settlement conference with the Magistrate on February 5, 2025. While the Action was not resolved at that session, settlement efforts and discussions continued thereafter;

WHEREAS, the Parties held another settlement conference with the assigned Magistrate Judge on May 22, 2025, at which time the Parties reached an agreement to resolve the Action. The Parties' negotiations have, at all times, been at arm's length, and the Parties have memorialized the terms of their settlement in this Agreement, including the attached exhibits;

WHEREAS, Plaintiffs, by and through Class Counsel as defined below, have (a) made a thorough investigation of the facts and circumstances surrounding the allegations in the Action; and (b) investigated the claims asserted in the Action by, among other things: (i) researching the law applicable to the claims asserted in the Action, including the defenses that would likely be asserted; (ii) speaking with Plaintiffs and proposed class members about their experiences and collecting and reviewing their documents; (iii) researching, reviewing, and analyzing publicly available data regarding the industry; (iv) reviewing and analyzing over 90,000 pages of documents produced by Defendant; (v) preparing for depositions and taking one deposition; (vi) reviewing and analyzing profit, order, and sales data produced by Defendant; (vii) working with experts and formulating damage models and consumer surveys; and (viii) briefing and responding to various motions throughout the litigation, including Defendant's motion to dismiss and motion to strike the class allegations.

WHEREAS, Class Counsel are experienced in this type of litigation, recognize the costs and risk of continued prosecution of the Action, and believe that it is in Plaintiffs' and all Settlement Class Members' interest to resolve this Action as set forth herein;

WHEREAS, Defendant has concluded that, while it denies all liability, it believes settlement is desirable to resolve, finally and completely, all pending and potential claims of Plaintiffs and all Settlement Class Members relating to the allegations at issue;

WHEREAS, the Parties believe that this Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate, and in the best interest of the Settlement Class; and

WHEREAS, by executing this Agreement, the Parties intend to settle and dispose of, fully and completely, both individually and on a class-wide basis, all claims, demands, and causes of action alleged or that could have been alleged in the Action, as more fully set forth in this Agreement.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties, as follows:

II. DEFINITIONS

As used throughout this Agreement, the following words and terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Action**” means *Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF, which is pending in the United States District Court for the Northern District of Illinois, Eastern Division, including all of the cases consolidated therein.

2. “**Administrative Account**” means the account established for purposes of paying administration costs and distributing the Settlement Amount in accordance with the Settlement.

3. “**Agreement**” means this Settlement Agreement, including, without limitation, all of the attached exhibits.

4. “**Claim Form**” means the form attached as Exhibit A, which Settlement Class Members can access on the Settlement Website and which can be completed in hardcopy form or electronically on the Settlement Website.

5. “**Class Notice**” refers to the summary notice that will be sent via First Class U.S. mail and email to Settlement Class Members, and the Long Form Notice that will be posted on the Settlement Website, which shall be substantially in the forms attached hereto as Exhibit B and Exhibit C, respectively.

6. “**Class Counsel**” refers to Rosemary M. Rivas of the law firm of Gibbs Mura LLP (rmr@classlawgroup.com) and Elizabeth A. Fegan of the law firm of Fegan Scott LLC (beth@feganscott.com).

7. “**Court**” refers to the court presiding over this Action, the United States District Court for the Northern District of Illinois, Eastern Division.

8. “**Cy Pres Recipient**” means the charitable organization(s) jointly selected by Defendant and Class Counsel, and as approved by the Court, to receive any funds remaining from the Net Settlement Fund after the payment of all Valid Claim Forms pursuant to the Plan of Allocation.

9. “**Defendant**” means and refers to Grubhub Inc., including Grubhub’s affiliated brands and any of Grubhub’s websites or mobile applications that allow for the placement of food orders from restaurants.

10. “**Effective Date**” means the earliest date on which all of the events and conditions specified in Section XIV herein have occurred or have been met.

11. “**Defendant’s Counsel**” means Isaac J. Colunga (icolunga@taftlaw.com) and Sophie E. Honeyman (shoneyman@taftlaw.com) of Taft Stettinius & Hollister LLP.

12. “**Final Approval Hearing**” means the hearing at which the Court evaluates whether to grant final approval of the Settlement.

13. “**Final Approval Order**” means the Court order entered under Federal Rule of Civil Procedure 23(e)(2) approving this Agreement and the Parties’ Settlement, certifying the Settlement Class under Rule 23(a) and (b)(3), and appointing Class Counsel under Rule 23(g).

14. “**Grubhub Platform**” means the Grubhub website or mobile application that allow for the placement of food orders from restaurants and Grubhub’s affiliated brands: AllMenus, Eat24, Seamless, Tapingo, LevelUp, OrderUp, MenuPages and BiteGrabber.

15. “**Grubhub Released Parties**” means Defendant and its officers, directors, legal representatives, successors, subsidiaries, and assigns, including its affiliated brands AllMenus, Eat24, Seamless, Tapingo, LevelUp, OrderUp, MenuPages, and BiteGrabber, and Starr Indemnity & Liability Company, Starr Adjustment Services, Inc., Sedgwick Claims Management Services, and American Guarantee & Liability Insurance Company.

16. “**Lead Class Counsel**” refers to Rosemary M. Rivas of Gibbs Mura LLP.

17. “**Net Settlement Fund**” means the Settlement Amount less all of the following: (i) the reasonable costs incurred for the administration of the settlement, including dissemination of Class Notice and evaluating and processing claims; (ii) the costs of preparing and sending notices to all Attorneys General pursuant to the Class Action Fairness Act; (iii) Class Counsel’s attorneys’ fees as approved by the Court; (iv) reimbursement of Class Counsel’s litigation expenses as approved by the Court; (v) the service award payments to the Class Representatives as approved by the Court; and (vi) any federal or state tax owed, if any, on any income earned by the Settlement Amount after it is deposited into the Administrative Account.

18. “**Notice Date**” means the date the Settlement Administrator begins to issue the Class Notice. The Settlement Administrator shall complete the process of issuing Class Notice by U.S. mail and email within 30 days after the Notice Date (“**Notice Period**”).

19. “**Plaintiffs**” and “**Class Representatives**” mean 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.

20. “**Plaintiffs’ Counsel**” means Class Counsel as defined above, and any other law firms that participated in this Action with the approval of Class Counsel.

21. “**Plan of Allocation**” means the allocation of the Net Settlement Fund to the Settlement Class. The Plan of Allocation is attached as Exhibit D and is subject to the Court’s approval.

22. “**Preliminary Approval Order**” means the order that the Court enters under Federal Rule of Civil Procedure 23(e)(1), directing Class Notice to all members of the Settlement Class based on the Parties’ showing that the Court will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

23. “**Released Claims**” means all known and unknown claims to the fullest extent permitted by law against the Grubhub Released Parties relating to any alleged claims of Grubhub adding restaurants to the Grubhub Platform without permission, as alleged in the Action. This Release includes equitable, injunctive, and monetary claims within the scope of the Settlement Class definition.

24. “**Settlement**” means the resolution of this Action as provided for and effectuated by this Agreement.

25. “**Settlement Administrator**” means the third-party notice and administration provider agreed upon by the Parties and approved by the Court. The Parties agree that Epiq Class Action & Claims Solutions, Inc. (“Epiq”) shall be retained to implement the claims and settlement requirements of this Agreement. Class Counsel and Defendant may, by agreement, substitute a different Settlement Administrator, subject to

26. “**Settlement Amount**” means seven million one hundred fifty-four thousand five hundred eighty-six U.S. dollars and zero cents (\$7,154,586.00).

27. “**Settlement Class**” means all businesses whose names or logos were used on Grubhub or any other part of the Grubhub Platform, including AllMenus, Eat24, Seamless, Tapingo, LevelUp, OrderUp, BiteGrabber, and MenuPages, from January 1, 2019 through April 30, 2024 without a contract with Grubhub. Excluded from this Settlement Class are: corporate officers, members of the board of directors, and senior management of Defendant; any and all judges, justices, and chambers’ staff assigned to hear or adjudicate any aspect of this litigation; any members of the Settlement Class that opt out prior to the opt-out deadline; any entity in which Defendant has a controlling

interest, and their legal representatives, officers, directors, employees, assigns and successors; and Class Counsel and all counsel of record in the Action.

28. “**Settlement Class Member**” refers to any entity that falls within the definition of the Settlement Class and that does not validly request exclusion from the Settlement Class pursuant to the procedures set forth in the Preliminary Approval Order.

29. “**Settlement Fund**” means the non-reversionary cash fund of \$7,154,586.00 deposited into the Administrative Account managed and handled by the Settlement Administrator, as detailed in Section V below, and from which the costs of Class Notice and CAFA Notice, the costs of the Settlement Administrator and those associated with evaluating and processing claims, Administrative Expenses, any Fee & Expense Award, as well as any Service Awards, if any, are first paid, with the remaining balance to be paid to Settlement Class Members who submit Valid Claims Forms allocated consistently with the Plan of Allocation, subject to Court approval.

30. “**Valid Claim Form(s)**” means a Claim Form submitted by a Settlement Class Member that is determined to be valid and not fraudulent by the Settlement Administrator and: (i) is accurately, fully, and truthfully completed with all of the information requested in the Claim Form by a Settlement Class Member; (ii) is signed physically or by e-signature by a Settlement Class Member or person with authority to sign for and bind a Settlement Class Member; and (iii) is returned via mail and postmarked by the claim deadline or received by mail or online submission by midnight of the claim deadline Central Standard Time.

III. CERTIFICATION OF SETTLEMENT CLASS

1. As part of the settlement approval process contemplated in Federal Rule of Civil Procedure 23(e), the Parties shall cooperate to seek certification of the Settlement Class under Federal Rule of Civil Procedure 23(a) and (b)(3), including the appointment of Class Counsel under Federal Rule of Civil Procedure 23(g).

2. In entering into this Agreement, and in cooperating to seek certification, Defendant does not concede that if the litigation had proceeded certification of a class would have been appropriate in this Action.

3. In the event the Court does not enter a Final Approval Order (or if a Final Approval Order is reversed on appeal), Plaintiffs and Class Counsel will be precluded from using the provisions of this Section or the Court’s certification of the Settlement Class to seek certification or to argue or suggest that a litigation class should be certified.

IV. APPOINTMENT OF SETTLEMENT ADMINISTRATOR AND SETTLEMENT ADMINISTRATOR DUTIES

1. Court Approval. As part of the settlement approval process contemplated in Federal Rule of Civil Procedure 23(e), the Parties shall request that the Court appoint the Settlement Administrator.

2. Agreement Required. The Settlement Administrator will be required to agree to all of the terms and conditions of this Agreement relating to the administration of the Settlement.

3. Settlement Administration. The Settlement Administrator will be responsible for administering the Settlement, which will include, among other tasks:

- a. Maintaining reasonably detailed records of its activities under this Settlement as are required by applicable law in accordance with its normal business practices, and such records will be made available to Class Counsel, Defendant's Counsel, the Parties, and their representatives promptly upon request;
- b. Providing reports and other information to the Court as the Court may require, including, should the Court request or should it be reasonably advisable to do so, a timely report to the Court summarizing the work performed by the Settlement Administrator;
- c. Administering and overseeing the Settlement Fund which includes overseeing the claim appeal process as contained in the Plan of Allocation;
- d. Providing Notice to Settlement Class Members in accordance with the Notice Plan, as approved by the Court;
- e. Establishing and maintaining the Settlement Website which shall, at a minimum, contain important dates and deadlines, frequently asked questions and answers, important pleadings, Claim Forms, the Class Notice, and shall permit Settlement Class Members to file their claims electronically.
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- g. Responding to any telephonic, mailed, or emailed Settlement Class Member inquiries;
- h. Forwarding to Defendant's Counsel and Class Counsel, upon request, copies of all documents and other materials relating to the administration of the Settlement, including Claim Forms and all supporting or related documents;

- i. Receiving requests from Class Members to exclude themselves from the Settlement Class and providing Class Counsel and Defendant's Counsel a copy thereof within seven days of receipt. If the Settlement Administrator receives any requests for exclusion after the Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- j. Providing weekly reports and summaries beginning 14 days after the Notice Date to Class Counsel and Defendant's Counsel, including, without limitation, reports regarding the number of Claim Forms received and the identity of the Settlement Class Members;
- k. Employing reasonable procedures to screen Claims Forms for waste, fraud, and abuse and to reject a Claim Form, or any part of a claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of fraud. The Settlement Administrator will review each Claim Form based upon the initial submission by a Settlement Class Member and ensure that each is complete, properly substantiated and, based on the substantiation, determine the appropriate benefit to be paid, if any, in accordance with the terms of this Agreement.
- l. Issuing Claim payments to Settlement Class Members, including by electronic means. All checks issued to Settlement Class Members pursuant to this Settlement, including electronic forms of payment, ("Settlement Check") shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send by mail (and if available, an email) and/or place a telephone call to that Settlement Class Member reminding him/her of the deadline to cash such check. To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the check will be void;
- m. Considering claims submitted with a Claim Form and received by the Settlement Administrator or postmarked by the claims deadline. The claims deadline shall be clearly set forth in the Class Notice, the Settlement Website, and on the Claim Form. Settlement Class Members who fail to submit a Claim Form by the claims deadline shall not be eligible for a payment;
- n. Making the Claim Forms available on the Settlement Website. The Claim Forms will be mailed to Settlement Class Members upon request by calling or writing to the Settlement Administrator. Settlement Class Members may submit their completed and signed Claim Forms to the Settlement Administrator by such means as proscribed by the Notice on or before the claims deadline;

- o. Processing and transmitting Settlement payments to Settlement Class Members and, if necessary, process and transmit any residual unpaid funds to the Cy Pres Recipient upon Court approval;
- p. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) details its implementation of the Notice Plan in accordance with the Preliminary Approval Order, including the number of Notices delivered; and (ii) identifies all Requests for Exclusion and/or objections. Such declaration shall be provided to Defendant's Counsel and Class Counsel for filing with the Court no later than fourteen (14) days prior to the deadline for filing of the motion for final approval;
- q. Preparing and serving notices of the Settlement on state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715; and
- r. Performing any other function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement payments have been distributed.

4. No Fees. The Settlement Administrator shall not impose, receive, or retain any additional fees, rebates, or compensation based on the payment method selected by a Settlement Class Member, and no payment option shall result in a reduction of the amount distributed to the Settlement Class Member.

5. Limitation of Liability. The Parties, Class Counsel, Plaintiffs' Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

6. Indemnification. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Plaintiffs' Counsel, and Defendant's Counsel for (i) any act, omission, or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

7. Privacy. The Settlement Administrator shall take reasonable measures to the extent permitted by law to assert and to protect the privacy rights of Settlement Class, including by maintaining the confidentiality and security of and preventing the unauthorized access or acquisition of any financial or personal information submitted in connection with any claim for benefits pursuant to this Settlement Agreement. In the event of any unauthorized access to or acquisition of personal information related to any member of the Settlement Class as a direct result of the intentional or negligent acts or omissions of the Settlement Administrator, the Settlement Administrator shall be responsible for complying with any privacy, data security, or breach notification obligations under state or federal law, and will be solely responsible for directly providing notice to state agencies, affected members of the Settlement Class, and/or other persons or entities.

8. Discretion of Settlement Administrator. The Settlement Administrator shall have the discretion to carry out the intent of the Settlement Agreement, subject to the terms of the escrow agreement described in Section V and applicable Orders of the Court.

V. SETTLEMENT CONSIDERATION

1. Establishment of Settlement Fund. Within ten (10) days of an order from the Court certifying the Settlement Class and preliminarily approving the Settlement, Class Counsel shall provide Defendant with the appropriate W-9s to pay the Settlement Amount. Within thirty-five (35) days of an order from the Court certifying the Settlement Class and preliminarily approving the Settlement, Defendant shall pay the Settlement Amount via checks for deposit into the Administrative Account which shall be established by the Settlement Administrator.

2. Non-Reversionary. The Settlement Amount is non-reversionary. As of the Effective Date, all rights of the Defendant and the Grubhub Released Parties in or to the Settlement Fund shall be extinguished, except in the event this Settlement is terminated pursuant to the terms of this Agreement.

3. Qualified Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times since the creation of the Administrative Account. The Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3) and shall be responsible for filing tax returns, including fulfilling any other tax reporting obligations for or with respect to the Settlement Fund, and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide a detailed accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

4. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or the balance is returned to Defendant in the event this Settlement is terminated in accordance with this Agreement.

5. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) all costs of sending the Class Notice to the Settlement Class and all settlement administration; (ii) the costs of preparing and sending notices to all Attorneys General pursuant to the Class Action Fairness Act; (iii) Administrative Expenses; (iv) service award payments as approved by the Court; (v) any Fee & Expense Award; (vi) Settlement payments to Settlement Class Members who submit Valid Claim Forms; and (vii) any payments to the Cy Pres Recipients as approved by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

6. Taxes and Representations. Taxes and tax-related expenses relating to the Settlement Fund, if any, shall be considered Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative, participating Settlement Class Member, and Cy Pres Recipient shall be solely responsible for the federal, state, local, and other tax consequences to him, her, or it related to the receipt of funds from the Settlement Fund pursuant to this Agreement. The Settlement Fund shall constitute a qualified settlement fund within the meaning of Treasury Regulation §§ 1.468B-1 through 1.468B-5 and 26 C.F.R. §§ 1.468B-1 through 1.468B-5 (1992), and the Parties shall treat the Settlement Fund consistently therewith for all reporting purposes under the United States federal tax laws. For the purpose of section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “escrow agent.” As the escrow agent, the Settlement Administrator shall timely and properly file all required federal and state informational and other tax and informational returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulations § 1.468B-2(k)). Such returns shall be consistent with this Section of the Agreement and in all events shall reflect that all taxes (including any interest or penalties) on the income earned by the Settlement Fund shall be paid out of the income earned by the Settlement Fund. Taxes and tax expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and paid without prior order from the Court. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from the income earned by the Settlement Fund any funds necessary to pay such taxes, including the establishment of adequate reserves for any taxes and tax-

related expenses (as well as any amounts that may be required to be withheld under Treasury Regulations § 1.468B2(1)(2)). The Settlement Administrator shall maintain accurate records of all expenditures made pursuant to this paragraph, and shall provide the records upon request to Class Counsel and Defendant's Counsel. None of the Parties, or any of their respective counsel, shall have any responsibility for the payment of taxes described in this Section (other than, in the case of each Class Representative and Settlement Class Member, the payment of federal, state, local and other tax consequences to him, her or it due to the receipt of funds from the Settlement Fund pursuant to this Agreement). The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section. The Parties further agree that the costs of claims administration will be excluded from the Settlement Fund for tax purposes.

7. Injunctive Relief. As part of this Agreement, Defendant acknowledges that it is subject to a permanent injunction entered, as part of a settlement, in *Federal Trade Commission et al. v. Grubhub Inc. et al.*, No. 24-cv-12923 (N.D. Ill., Dec. 31, 2024) (the "FTC Settlement"). That injunction permanently enjoins Grubhub from (a) advertising, marketing, offering for sale, or selling (i) any perishable good from any unaffiliated vendor or (ii) any good or service from any unaffiliated vendor that is a restaurant, including by listing landing pages, menus, and any other content from the unaffiliated vendor, and (b) misrepresenting, expressly or by implication, that Defendant's delivery services share a sponsorship, endorsement, approval, status, affiliation, or connection with unaffiliated vendors. The injunctive relief set forth in the FTC Settlement is materially similar to the relief sought by Plaintiffs in this Action. As part of this Agreement, Defendant expressly agrees to comply with the obligations imposed by the FTC Settlement.

VI. PAYMENTS TO SETTLEMENT CLASS MEMBERS

1. Monetary Relief. Settlement Class Members shall be eligible to receive monetary relief from the Settlement Fund by submitting a Valid Claim Form. Each Claim Form shall provide the opportunity for a Settlement Class Member to receive a Settlement payment consistent with the Plan of Allocation as approved by the Court.

2. Claims Process. Each Settlement Class Member shall be entitled to submit a Claim Form that will, if valid, entitle the Settlement Class Member to receive a Settlement payment consistent with the Plan of Allocation as approved by the Court. The period for submitting such claims shall commence upon the Notice Date and continue until the deadline set forth in the Preliminary Approval Order, which shall be no less than sixty (60) days after the conclusion of the Notice Period. The Settlement Administrator shall, subject to the supervision of the Court, administer the relief provided by this Settlement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. All available monies in the Net Settlement Fund will be paid out to Settlement Class Members or, to the extent there are any residual unpaid funds that cannot be distributed in an administratively feasible way, paid on the Settlement Class's behalf to the Cy Pres Recipient.

3. Claim Review. The Settlement Administrator is authorized to review the information submitted in connection with each Claim Form and to investigate, evaluate, and make a determination as to the validity of the claim based on the information submitted and any other materials determined to be relevant and obtained during the claim evaluation process. The Settlement Administrator may contact the Settlement Class Member to obtain more information, to verify certain facts or to seek answers to questions, or to obtain more documentation concerning or relating to each Claim.

4. Plan of Allocation. All proposed Settlement payments shall be made from the Net Settlement Fund and shall be calculated consistent with the Plan of Allocation as approved by the Court, attached as Exhibit D. Defendant agrees to provide Plaintiffs with the necessary information to facilitate the preparation, development, and execution of the Plan of Allocation. The Plan of Allocation shall include a provision for distribution of the Settlement Fund according to the following preferential order:

- a. Payment of all expenses incurred by the Settlement Administrator for the Notice Plan and settlement administration;
- b. Payment of Administrative Expenses associated with the Settlement Fund;
- c. Payment of any Fee & Expense Award plus any interest or income earned on the Fee & Expense Award portion of the Settlement Fund and Service Awards within 10 business days of the Effective Date;
- d. Payment of the remaining Net Settlement Fund to Settlement Class Members in accordance with the Final Approval Order or any subsequent order of the Court within a reasonable time after the Effective Date; and
- e. Payment of any residue of the Settlement Fund as set forth in this Agreement, subject to a reduction for any associated settlement administrative costs and Administrative Expenses.

5. Returned Checks. For any Settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address provided), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement payment within thirty (30) days after the Settlement Check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send a request by mail, email, or phone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued, including electronic forms of payment, shall remain valid and negotiable for sixty (60) days from the date of issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

6. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. All funds shall be distributed pursuant to the Plan of Allocation.

VII. NOTICE TO THE SETTLEMENT CLASS

1. CAFA Notice. Within ten (10) days after the Settlement Agreement is filed with the Court, the Settlement Administrator shall serve notices of the Settlement on state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA Notices”). The Settlement Administrator shall simultaneously serve copies of the CAFA Notices on Class Counsel and Defendant’s Counsel. In the event that a state or federal official raises concerns about the Settlement, the Parties and their counsel agree to work together in good faith to resolve those concerns.

2. Defendant’s Cooperation. Within ten (10) days after Preliminary Approval by the Court, Defendant shall provide the Settlement Administrator with sufficient information to identify Settlement Class Members and provide Class Notice thereto, including names and contact information (physical addresses, phone numbers, and email addresses) within Defendant’s possession and control.

3. Notice Plan. Upon entry of Preliminary Approval by the Court, the Settlement Administrator shall implement the Notice Plan, using the forms of Class Notice approved by the Court in the Preliminary Approval Order. The Class Notice shall include, among other information: (i) a description of the material terms of this Settlement; (ii) a reasonable date by which Settlement Class Members may object to this Settlement; (iii) a reasonable date by which members of the Settlement Class may exclude themselves from this Settlement; (iv) the date upon which the Final Approval Hearing shall occur; and (v) the address of the Settlement Website at which Settlement Class Members may access information regarding the Settlement and file claims. Under Class Counsel’s supervision, the Settlement Administrator shall design and develop a Notice Plan that is reasonably practicable under the circumstances, complies with due process and the requirements of Federal Rule of Civil Procedure 23, and complies with the directions and guidance from the Court. At a minimum, the Notice Plan shall include direct mail and email notice to members of the Settlement Class whose contact information is reasonably available, reminder notices as necessary, a digital ad campaign designed to maximize participation in the Settlement, and a user-friendly settlement website.

VIII. REQUESTS FOR EXCLUSION

1. The provisions of this Section shall apply to any request for exclusion from the Settlement Class by any entity that falls within the defined Settlement Class. Failure to comply with the requirements in this Section and to timely submit a request for exclusion in accordance with the Preliminary Approval Order will result in the entity being bound by the terms of the Settlement Agreement.

2. Request for Exclusion. Any entity that falls within the defined Settlement Class may request exclusion by submitting such a request in writing as set forth in the Class Notice and Preliminary Approval Order. Any request for exclusion must be submitted no later than the date specified in the Preliminary Approval Order, which date shall be no earlier than sixty (60) days after the conclusion of the Notice Period. Any request for

exclusion shall (i) state for each entity requesting exclusion, the entity's full name, physical address, email address, and phone number, (ii) the name of the Action (*Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.)), (iii) a specific statement of the entity's intent to be excluded from the Settlement, (iv) the identity of the entity's counsel, if represented, and (v) the printed name and signature of the entity's authorized representative and the date on which the request was signed. Failure to provide each required element may result in rejection of a request for exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

3. Waiver. Any entity that submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Agreement.

4. The Parties shall have the right to challenge the timeliness and validity of any request for exclusion. The Court shall determine whether any contested request for exclusion is valid.

IX. PROCEDURE FOR OBJECTIONS

1. Any Settlement Class Members who do not exclude themselves and wish to comment on or object to the Settlement, the award of fees and expenses, and request for service awards as requested by Class Counsel must do so in accordance with the terms of this Section and the Preliminary Approval Order.

2. Waiver. Settlement Class Members who fail to submit written objections that are both timely and in full compliance with the requirements of this Section and the Preliminary Approval Order will be deemed to have waived their objections to the Settlement and will be foreclosed and barred forever from making any objection (whether by appeal or otherwise) to the Settlement.

3. Objection Letter. The Settlement Class Member wishing to comment or object to the Settlement must submit a letter in accordance with the Preliminary Approval Order, including by the date specified therein, which shall not be earlier than sixty (60) days after the conclusion of the Notice Period. The letter must contain the following:

- a. The name and case number of this lawsuit, *Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.);
- b. The Settlement Class Member's business name, physical address, email address and phone number;
- c. The full name of the individual submitting the comment or objection on behalf of the Settlement Class Member and, if the Settlement Class Member is not a natural person, a description of the individual's authority to act on behalf of the Settlement Class Member;

- d. The Settlement Class Member must state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
- e. All reasons for the objection or comment and sufficient proof establishing that he or she is the proprietor of the Settlement Class Member;
- f. A statement identifying all class action settlements the proprietor of the Settlement Class Member or their attorney has objected to or commented on in the last five (5) years;
- g. Whether the Settlement Class Member intends to appear at the Final Approval Hearing;
- h. The name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member, including any counsel who may be entitled to compensation for any reason related to the objection or comment;
- i. Whether any attorney will appear on the Settlement Class Member's behalf at the Final Approval Hearing, and if so the identity of that attorney; and
- j. The signature of the proprietor of the Settlement Class Member.

4. Objection Counsel. Any lawyer representing or assisting an objecting Settlement Class Member must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order; (b) file a sworn declaration attesting to representation of each Settlement Class Member on whose behalf the lawyer has acted or will be acting; and (c) comply (and ensure their client's compliance) with each of the above requirements.

5. Opportunity to be Heard. No Settlement Class Member will be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel), unless their timely objection or comment expressly states their intention to appear at the Final Approval Hearing by the date set forth in the Preliminary Approval Order.

X. ATTORNEY'S FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

1. Class Counsel will file with the Court an application for an award of attorneys' fees in an amount not to exceed 33 1/3% of the Settlement Fund as well as reimbursement of the reasonable litigation expenses incurred in the prosecution of the Action. This is not a clear sailing agreement and Defendant shall have the right to object to the application for an award of attorneys' fees and reimbursement of reasonable litigation expenses.

2. Any award of attorneys' fees and reimbursement of litigation expenses that the Court approves ("Attorneys' Fee & Expense Award") will be paid from the Settlement Fund within ten (10) business days following the Effective Date or the entry of the order awarding fees and litigation expenses, whichever is later, by means of a wire transfer by the Settlement Administrator to an account designated by Lead Class Counsel.

3. Any Attorneys' Fee & Expense Award shall be allocated by Lead Class Counsel among Plaintiffs' Counsel in good faith and in a manner that, in Lead Class Counsel's discretion, fairly compensates them for their respective contribution to the progress of and results obtained in the Action.

4. Class Counsel will file with the Court an application for approval of service awards to each of the Plaintiffs who are serving as class representatives in an amount up to \$20,000 ("Service Awards") per Plaintiff. The Service Awards will be paid by the Settlement Administrator from the Settlement Fund.

5. The Settlement Administrator will pay any such Court-approved Service Awards no later than ten (10) business days following the Effective Date or the entry of the order awarding the Service Awards, whichever is later, by means of a wire transfer by the Settlement administrator to an account designated by Lead Class Counsel after receipt of a Form 1099 to the extent such form is required.

6. It is not a condition of this Agreement that any particular amount of attorneys' fees, costs or expenses or Service Awards be approved by the Court, or that such fees, costs, or expenses or Service Awards be approved at all. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or Service Awards, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate or cancel this Agreement, or affect or delay the finality of the Final Order and Judgment, except that any modification, order or judgment cannot result in Defendant's overall obligation exceeding the agreement upon Settlement Amount.

XI. MOTION FOR PRELIMINARY APPROVAL

1. The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement are essential. The Parties and their respective counsel shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, shall promptly perform their respective obligations under this Agreement, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and information reasonably necessary or appropriate to carry out the terms of this Settlement and the transactions contemplated in this Agreement.

2. Plaintiffs will file a motion requesting the Court enter a Preliminary Approval Order, which will accomplish the following, among other matters:

- a. Find that the requirements of Federal Rule of Civil Procedure 23(e)(1) have been satisfied such that the Court will likely be able to approve the Settlement under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposal;
 - b. Find that the procedures set forth in Section VII of this Agreement, including the dissemination of Class Notice, satisfy the requirements of due process, Rule 23, and applicable law and procedure, and approve that manner of providing notice to the Settlement Class;
 - c. Set a deadline for requesting exclusion from the Settlement or objecting to the Settlement; and
 - d. Set a date and time for the Final Approval Hearing at which the Court will finally determine the fairness, reasonableness, and adequacy of the proposed Settlement.
3. Defendant will cooperate with Plaintiffs in the preparation and filing of the motion seeking a Preliminary Approval Order.

XII. FINAL APPROVAL HEARING AND FINAL APPROVAL ORDER

1. A Final Approval Hearing will be held on a date approved by the Court. The date, time, and place of the Final Fairness and Approval Hearing will be set forth in the Notice and the Preliminary Approval Order, which will both further note that the date and time are subject to change, and that any change will be noted on the Settlement Website.
2. Class Counsel shall move, before the Final Approval Hearing, for entry of a Final Approval Order that, among other things, will:
 - a. Approve this Agreement without modification (except insofar as agreed upon by the Parties) as fair, reasonable, and adequate to, and in the best interest of, the Settlement Class, and direct its implementation according to its terms;
 - b. Find that the form and manner of Class Notice implemented pursuant to this Agreement (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, the right to object to or exclude themselves from the proposed Settlement, and the right to appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets the requirements of federal due process, the Federal Rules of Civil Procedure, and any other applicable state and/or federal laws;

- c. Find that all members of the Settlement Class except those who have properly excluded themselves will be bound by this Settlement and Agreement, including the release provisions and covenants not to sue;
- d. Direct that judgment be entered immediately dismissing with prejudice all individual and class claims asserted in the Action and ruling that no costs or fees be assessed on any Party beyond the attorneys' fees and expenses provided for in Section X of this Agreement;
- e. Incorporate the releases and covenants not to sue and forever bar any claims, causes of action, or liabilities by Settlement Class Members that have been released by reason of this Agreement;
- f. Approve the payments provided for in this Agreement to the Settlement Class Members consistent with the Plan of Allocation and the Service Awards to Plaintiffs and make any necessary findings with regard to these approvals;
- g. Approve the Attorneys' Fees & Expense Award to be paid to Class Counsel and make any necessary findings with regard to those approvals; and
- h. Retain jurisdiction of all matters relating to the interpretation, administration, implementation, and enforcement of this Agreement.

XIII. RELEASE

1. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Plaintiff and Settlement Class Member shall be deemed to have released, acquitted, and forever discharged the Grubhub Released Parties from any and all Released Claims.

2. Not a General Release. This Section should not be construed as a general release.

3. Unknown Claims. The Released Claims include the release of unknown claims. Upon the Effective Date, Plaintiffs and the Settlement Class shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each of the Plaintiffs and Settlement Class Members shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs and the Settlement Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown claims they may have, as that term is defined in this Settlement Agreement.

4. Release of Class Representatives and Plaintiffs' Counsel. As of the Effective Date, Defendant and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Class Representatives and Plaintiffs' Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

XIV. EFFECTIVE DATE AND TERMINATION

1. This Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met:

- a. Defendant and Plaintiffs have executed this Settlement.
- b. No party has timely availed itself of any right provided by this Agreement to terminate this Agreement;
- c. The Court has entered the Judgment, following notice to the Settlement Class and the Fairness Hearing, finally approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action with prejudice as to all Settlement Class Members; and
- d. The time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Agreement and the Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

2. Subject to Section XV.6., if this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason:

- a. The order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court;
 - b. The Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on May 24, 2025. No Party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.
3. In the event that the total number of opt-outs is equal to or exceeds the number set forth in the Confidential Supplemental Agreement Regarding Exclusion Threshold executed by the Parties, Defendant has, in its sole and absolute discretion, the option of voiding and terminating this Agreement, and proceeding with the Action. In such a situation, the Agreement shall have no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. However, any payments made to the Settlement Administrator for services rendered, costs related to providing Class Notice and CAFA Notices, and Administrative Expenses to the date of termination shall not be refunded to Defendant or any of the Grubhub Released Parties, and the Settlement Administrator, Plaintiffs, the Settlement Class, Class Counsel and Plaintiffs' Counsel shall have no responsibility for said foregoing costs. For purposes of this provision, an entity with multiple restaurant locations shall constitute one opt-out.
 4. If this Agreement is terminated, the Settlement Administrator will return all funds to Defendant within ten (10) days of the termination date; provided, however, the Settlement Administrator need not return any funds already spent on notice and on reasonable Settlement Administrator expenses before the termination date.
 5. Notwithstanding any provision herein, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Class Representatives, Class Counsel, and Plaintiffs' Counsel shall not in any way be responsible or liable for any administration expenses, taxes with respect to the Settlement Fund, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

XV. MISCELLANEOUS

1. No Admission. Defendant denies any and all claims alleged in the Action and all wrongdoing whatsoever. This Agreement is neither a concession nor an admission, and will not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

2. Jurisdiction and Choice of Law. The Parties hereby irrevocably submit to the jurisdiction of the Court, as defined, for any dispute arising out of or relating to this Agreement, the applicability of this Agreement, or the enforcement of this Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties will be governed by the laws of the State of Illinois.

3. Good Faith. The Parties, their successors and assigns, and their counsel will cooperate fully with one another and undertake all steps necessary to effectuate the terms and conditions of this Agreement. The Parties agree to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement. The Parties and their respective attorneys will not seek to solicit or otherwise encourage any person to exclude himself or herself from the Settlement Class, object to the Settlement, or appeal from any order or judgment of the Court that is consistent with the terms of this Agreement. Class Counsel and Plaintiffs' Counsel, however, are permitted to explain to members of the Settlement Class their rights under the Agreement without violating this provision.

4. No Waivers. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

5. Notice of Breach. If one Party to this Agreement considers the other to be in breach of its obligations under this Agreement, that Party must provide the allegedly breaching Party written notice of the alleged breach and reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

6. Nullification. If (a) the Court does not enter the Preliminary Approval Order or the Final Approval Order, or (b) the Settlement does not become final for any other reason, this Agreement will be null and void and any order or judgment entered by the Court in furtherance of this Settlement will be treated as void *ab initio*. In such event, the entire Settlement Amount paid or caused to be paid by Defendant—but less the costs of administration and notice—shall promptly be returned to Defendant, and the Parties will proceed in all respects as if this Agreement had not been executed. An order denying the Preliminary Approval Motion without prejudice will not constitute a ground for nullifying or terminating the Settlement. Nor will a change in the law constitute a ground for nullifying or terminating the Settlement.

7. Representations and Warranties. Class Counsel represents that: (1) they are authorized by the Plaintiffs to enter into this Agreement; and (2) they are seeking to protect the interests of the Settlement Class. Defendant represents and warrants that the

individual(s) executing this Agreement are authorized to enter into this Agreement on behalf of Defendant.

8. Own Counsel. Each Party acknowledges that it has been represented by attorneys of its own choice throughout all of the negotiations that preceded the execution of this Agreement and in connection with the preparation and execution of this Agreement.

9. Notice. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement (other than notice of settlement to Settlement Class Members) will be in writing and will be delivered by email and/ or by next-day express mail (excluding Saturday, Sunday, and federal holidays):

If to Class Counsel then:

Rosemary M. Rivas
Gibbs Mura LLP
1111 Broadway, Suite 2100
Oakland, CA 94061

If to Defendant then:

Isaac J. Colunga
Taft Stettinius & Hollister LLP
111 E. Wacker Dr., Ste. 2600
Chicago, IL 60601

10. Exhibits. The exhibits attached to this Agreement are hereby incorporated by reference as though set forth fully herein and are a material part of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Agreement to become effective.

11. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each Party covenants that it has not entered in this Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Agreement and that no promises or representations of another or further consideration have been made by any person. This Agreement may be amended only by an agreement in writing duly executed by all Parties; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary and Final Approval Orders and do not limit the rights of Settlement Class Members under this Agreement.

12. Drafting. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same will not be construed against any Party as drafter of this Agreement.

13. Counterparts. This Agreement may be executed with an electronic or facsimile signature and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14. Headings. The headings contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement.

15. Binding Effect. This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, assigns and successors-in-interest.

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Settlement Class Members and through Class Counsel, and Defendant, by its duly authorized representatives and through counsel, have executed this Agreement as of the dates set forth below.

For Plaintiffs:

Rosemary Rivas Date: August 26, 2025
Rosemary M. Rivas
Lead Class Counsel

For Defendant:

_____ Date: _____, 2025
Isaac Colunga
Defendant's Counsel

_____ Date: _____, 2025
Howard Migdal
Grubhub Chief Executive Officer

12. Drafting. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same will not be construed against any Party as drafter of this Agreement.

13. Counterparts. This Agreement may be executed with an electronic or facsimile signature and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14. Headings. The headings contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement.

15. Binding Effect. This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, assigns and successors-in-interest.

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Settlement Class Members and through Class Counsel, and Defendant, by its duly authorized representatives and through counsel, have executed this Agreement as of the dates set forth below.

For Plaintiffs:

_____ Date: _____, 2025
Rosemary M. Rivas
Lead Class Counsel

For Defendant:

 _____ Date: 08/26, 2025
Isaac Colunga
Defendant's Counsel

 _____ Date: 08 / 26 / 2025, 2025
Howard Migdal
Grubhub Chief Executive Officer

Briau Pearson

Date: 08 / 26 / 2025

On behalf of Lynn Scott, LLC

Date: _____

On behalf of The Farmer’s Wife, LLC

Date: _____

Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

On behalf of Old Crown, Inc.

Date: _____

On behalf of 132 Degrees, LLC

Date: _____

On behalf of MDR, LLC

Date: _____

On behalf of Momobbq, Co., LLC

Date: _____

On behalf of MF Tasty LLC

Date: _____

On behalf of Iowa City Coffee Company

Date: _____

Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
6HVFX-DWVAU-ZGUPD-ZBH5A

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 12:27:26 UTC

SIGNER

BRIAN PEARSON

EMAIL
BSPEARSON@LIVE.COM

SHARED VIA
LINK

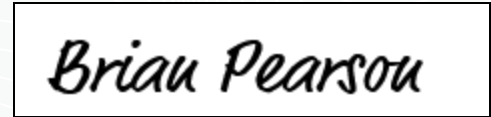
TIMESTAMP

SENT
26 AUG 2025 02:17:24 UTC

VIEWED
26 AUG 2025 12:26:11 UTC

SIGNED
26 AUG 2025 12:27:26 UTC

SIGNATURE



IP ADDRESS
47.132.74.234

LOCATION
WILMINGTON, UNITED STATES



Date: _____

On behalf of Lynn Scott, LLC

Date: 08 / 25 / 2025

_____ *Kendra Kolling* _____

On behalf of The Farmer's Wife, LLC

Date: _____

Thuan Luu d/b/a Ragin' Crawfish

Date: _____

On behalf of Old Crown, Inc.

Date: _____

On behalf of 132 Degrees, LLC

Date: _____

On behalf of MDR, LLC

Date: _____

On behalf of Momobbq, Co., LLC

Date: _____

On behalf of MF Tasty LLC

Date: _____

On behalf of Iowa City Coffee Company

Date: _____

Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZBW9Q-6V7SL-ZIYSR-CDYBA

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 04:16:42 UTC

SIGNER

KENDRA KOLLING

EMAIL
KENDRAEKOLLING@ICLOUD.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 04:14:18 UTC

VIEWED
26 AUG 2025 04:15:58 UTC

SIGNED
26 AUG 2025 04:16:42 UTC

SIGNATURE



IP ADDRESS
73.222.91.188

LOCATION
SEBASTOPOL, UNITED STATES



Date: _____

 On behalf of Lynn Scott, LLC

Date: _____

 On behalf of The Farmer’s Wife, LLC

Date: 08 / 25 / 2025

Thuan Luu
 Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

 On behalf of Old Crown, Inc.

Date: _____

 On behalf of 132 Degrees, LLC

Date: _____

 On behalf of MDR, LLC

Date: _____

 On behalf of Momobbq, Co., LLC

Date: _____

 On behalf of MF Tasty LLC

Date: _____

 On behalf of Iowa City Coffee Company

Date: _____

 Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JRYAI-PYE70-YZCGF-ND7JH

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 03:41:41 UTC

SIGNER

THUAN LUU

EMAIL
THUANLUU80@GMAIL.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 02:20:52 UTC
VIEWED
26 AUG 2025 03:41:20 UTC
SIGNED
26 AUG 2025 03:41:41 UTC

SIGNATURE



IP ADDRESS
174.218.83.109



Date: _____

On behalf of Lynn Scott, LLC

Date: _____

On behalf of The Farmer's Wife, LLC

Date: _____

Thuan Luu d/b/a Ragin' Crawfish

Date: 08 / 26 / 2025

On behalf of Old Crown, Inc.

Date: _____

On behalf of 132 Degrees, LLC

Date: _____

On behalf of MDR, LLC

Date: _____

On behalf of Momobbq, Co., LLC

Date: _____

On behalf of MF Tasty LLC

Date: _____

On behalf of Iowa City Coffee Company

Date: _____

Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
E3HYN-VIXCN-CNERF-TZAGT

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 16:50:44 UTC

SIGNER

MICHAEL WOODRUFF

EMAIL
OLDCROWN@OLDCROWN.COM

SHARED VIA
LINK


TIMESTAMP

SENT
26 AUG 2025 02:23:25 UTC

VIEWED
26 AUG 2025 16:49:58 UTC

SIGNED
26 AUG 2025 16:50:44 UTC

SIGNATURE



IP ADDRESS
104.28.58.2

LOCATION
NEW YORK, UNITED STATES



Date: _____
On behalf of Lynn Scott, LLC

Date: _____
On behalf of The Farmer's Wife, LLC

Date: _____
Thuan Luu d/b/a Ragin' Crawfish

Date: _____
On behalf of Old Crown, Inc.

Date: 08 / 26 / 2025
Cole Berlin

Date: _____
On behalf of 132 Degrees, LLC

Date: _____
On behalf of MDR, LLC

Date: _____
On behalf of Momobbq, Co., LLC

Date: _____
On behalf of MF Tasty LLC

Date: _____
On behalf of Iowa City Coffee Company

Date: _____
Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
FIC6W-ERN2R-YVGAW-EEKPY

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 10:35:06 UTC

SIGNER

COLE BERLIN

EMAIL
CBERLIN@FAHRENHEIT132.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 02:25:52 UTC

VIEWED
26 AUG 2025 10:34:38 UTC

SIGNED
26 AUG 2025 10:35:06 UTC

SIGNATURE



IP ADDRESS
129.222.3.219

LOCATION
ASHBURN, UNITED STATES



Date: _____

 On behalf of Lynn Scott, LLC

Date: _____

 On behalf of The Farmer’s Wife, LLC

Date: _____

 Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

 On behalf of Old Crown, Inc.

Date: _____

 On behalf of 132 Degrees, LLC

Date: 08 / 26 / 2025

Elmer Rodriguez

Date: _____

 On behalf of MDR, LLC

Date: _____

 On behalf of Momobbq, Co., LLC

Date: _____

 On behalf of MF Tasty LLC

Date: _____

 On behalf of Iowa City Coffee Company

Date: _____

 Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JSYX8-IT9F6-RTCPA-4GGPU

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 11:04:49 UTC

SIGNER

ELMER RODRIGUEZ

EMAIL
ERODRIGUEZ2399@GMAIL.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 02:27:57 UTC

VIEWED
26 AUG 2025 11:04:31 UTC

SIGNED
26 AUG 2025 11:04:49 UTC

SIGNATURE



IP ADDRESS
100.16.144.98

LOCATION
REISTERSTOWN, UNITED STATES



Date: _____

 On behalf of Lynn Scott, LLC

Date: _____

 On behalf of The Farmer’s Wife, LLC

Date: _____

 Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

 On behalf of Old Crown, Inc.

Date: _____

 On behalf of 132 Degrees, LLC

Date: _____

 On behalf of MDR, LLC

Date: 08 / 26 / 2025

Mike Morau

Date: _____

 On behalf of Momobbq, Co., LLC

Date: _____

 On behalf of MF Tasty LLC

Date: _____

 On behalf of Iowa City Coffee Company

Date: _____

 Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
KDOZD-UZ5UB-5YCZU-7EUXD

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 05:26:25 UTC

SIGNER

MIKE MORAN

EMAIL
MIKE@MOMOBBOCO.COM

SHARED VIA
LINK

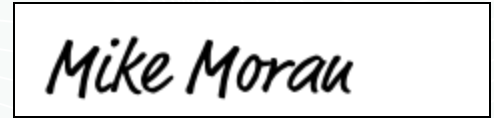
TIMESTAMP

SENT
26 AUG 2025 02:29:29 UTC

VIEWED
26 AUG 2025 05:25:55 UTC

SIGNED
26 AUG 2025 05:26:25 UTC

SIGNATURE



IP ADDRESS
152.208.18.172

LOCATION
CAMP HILL, UNITED STATES



Date: _____

 On behalf of Lynn Scott, LLC

Date: _____

 On behalf of The Farmer’s Wife, LLC

Date: _____

 Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

 On behalf of Old Crown, Inc.

Date: _____

 On behalf of 132 Degrees, LLC

Date: _____

 On behalf of MDR, LLC

Date: _____

 On behalf of Momobbq, Co., LLC

Date: 08 / 26 / 2025

Eric Gitenstein

Date: _____

 On behalf of MF Tasty LLC

Date: _____

 On behalf of Iowa City Coffee Company

Date: _____

 Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
EMDS3-22VPH-BJ7ZE-9K8FD

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 13:10:02 UTC

SIGNER

ERIC GITENSTEIN

EMAIL
EWGITENS@YAHOO.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 02:31:15 UTC

VIEWED
26 AUG 2025 13:09:49 UTC

SIGNED
26 AUG 2025 13:10:02 UTC

SIGNATURE



IP ADDRESS
72.0.164.165

LOCATION
BEND, UNITED STATES



Date: _____

 On behalf of Lynn Scott, LLC

Date: _____

 On behalf of The Farmer’s Wife, LLC

Date: _____

 Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

 On behalf of Old Crown, Inc.

Date: _____

 On behalf of 132 Degrees, LLC

Date: _____

 On behalf of MDR, LLC

Date: _____

 On behalf of Momobbq, Co., LLC

Date: _____

 On behalf of MF Tasty LLC

Date: 08 / 26 / 2025

Tara Croubrough

Date: _____

 On behalf of Iowa City Coffee Company

Date: _____

 Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
57MST-V7J9Z-THTZR-6CEZX

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 11:37:53 UTC

SIGNER

TARA CRONBAUGH

EMAIL
TARA@THEJAVAHOUSE.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 02:33:06 UTC

VIEWED
26 AUG 2025 11:37:35 UTC

SIGNED
26 AUG 2025 11:37:53 UTC

SIGNATURE



IP ADDRESS
208.126.219.249

LOCATION
NORTH LIBERTY, UNITED STATES



Date: _____

 On behalf of Lynn Scott, LLC

Date: _____

 On behalf of The Farmer’s Wife, LLC

Date: _____

 Thuan Luu d/b/a Ragin’ Crawfish

Date: _____

 On behalf of Old Crown, Inc.

Date: _____

 On behalf of 132 Degrees, LLC

Date: _____

 On behalf of MDR, LLC

Date: _____

 On behalf of Momobbq, Co., LLC

Date: _____

 On behalf of MF Tasty LLC

Date: _____

 On behalf of Iowa City Coffee Company

Date: 08 / 25 / 2025 _____

Jack Tate

 Jack Tate d/b/a The Tin Pig, LLC

CERTIFICATE *of* SIGNATURE

REF. NUMBER
WVDZR-YTBFQ-PPMFI-OKH2W

DOCUMENT COMPLETED BY ALL PARTIES ON
26 AUG 2025 04:01:37 UTC

SIGNER

JACK TATE

EMAIL
JHTBUTCHER13@GMAIL.COM

SHARED VIA
LINK

TIMESTAMP

SENT
26 AUG 2025 03:11:43 UTC

VIEWED
26 AUG 2025 04:01:07 UTC

SIGNED
26 AUG 2025 04:01:37 UTC

SIGNATURE



IP ADDRESS
146.75.136.200

LOCATION
BEND, UNITED STATES



EXHIBIT A

Your claim must be submitted online or received by: **[DEADLINE]**

Lynn Scott, LLC, et al. v. Grubhub Inc

Case No. 1:20-CV-06334-LAH-GAF

United States District Court, Northern District of Illinois

Grubhub CLAIM

GRUBHUB SETTLEMENT CLAIM FORM

I. CURRENT GRUBHUB RESTAURANT PARTNERS

Please provide the name of your business, its current physical address, and telephone and/or email address.

Business Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

PLEASE COMPLETE PAYMENT METHOD AND ATTESTATION IN PARTS III-IV BELOW.

II. RESTAURANTS WITHOUT A CONTRACT WITH GRUBHUB

Provide the name of your business, its current physical address, telephone and/or email address, and Federal Tax Identification Number.*

Business Name

Street Address*

City

State

Zip Code

Email Address

Telephone Number

Federal Tax Identification Number (EIN Number)

* If your business had a different address between January 2019 and December 2024, please provide the previous business address.

Your claim must be submitted online or received by: [DEADLINE]

Grubhub CLAIM

UNAUTHORIZED LISTING SETTLEMENT CLAIM FORM

Provide the name of the individual submitting this claim on behalf of the business, the individual's mailing address, telephone and/or email address, and the basis for the individual's authority to submit the claim on the business' behalf. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

[Empty text box for First Name]

First Name

[Empty text box for Last Name]

Last Name

[Empty text box for Street Address]

Street Address

[Empty text box for City]

City

[Empty text box for State]

State

[Empty text box for Zip Code]

Zip Code

[Empty text box for Relationship to Business]

Relationship to Business

[Empty text box for Email Address]

Email Address

[Empty text box for Telephone Number]

Telephone Number

III. PAYMENT SELECTION

Please select from one of the following payment options on behalf of the business or an individual authorized to receive payment on behalf of the business:

[] Venmo - Enter the mobile number associated with the Venmo account: ____-____-____

[] Zelle - Enter the mobile number or email address associated with the Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

[] Virtual Prepaid Card - Enter the email address of the business or individual authorized to receive payment on behalf of the business: _____

[] Physical Check - Payment will be mailed to the current business address listed above. Enter the payee's name who is authorized to accept payment on behalf of the business if different than the business identified above:

IV. ATTESTATION & SIGNATURE

By signing below and submitting this Claim Form, I hereby declare that the above information is true and correct to the best of my recollection.

Signature

Printed Name

Date

Your claim must be
submitted online or
received by:
[DEADLINE]

Lynn Scott, LLC, et al. v. Grubhub Inc

Case No. 1:20-CV-06334-LAH-GAF

United States District Court, Northern District of Illinois

UNAUTHORIZED LISTING SETTLEMENT CLAIM FORM

**Grubhub
CLAIM**

Mail your completed Claim Form to:

Grubhub Settlement, c/o Settlement Administrator, [INSERT ADDRESS HERE].

EXHIBIT B

Grubhub Restaurant Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

Court-Approved Legal Notice

**If your Business was listed on Grubhub,
Eat24, Tapingo, OrderUp, LevelUp,
Seamless, AllMenus, MenuPages or
BiteGrabber without a contract with
Grubhub, you may be entitled to
benefits from a Settlement.**

LEARN MORE!

Scan this QR code to visit
the Settlement Website.



<<MAIL ID>>
<<NAME1>>
<<NAME2>>
<<ADDRESS1>>
<<ADDRESS2>>
<<ADDRESS3>>
<<ADDRESS4>>
<<ADDRESS5>>
<<CITY,>> <<STATE>> <<ZIPCODE>>
<<COUNTRY>>

Barcode No-Print Zone

Lawsuit Background

Businesses may qualify for monetary compensation from a \$7,154,586 class action settlement involving Grubhub Inc. ("Defendant"). The lawsuit was filed on behalf of businesses whose names and/or logos were listed on online food delivery platforms, including Grubhub, Eat24, Tapingo, OrderUp, LevelUp, Seamless, AllMenus, MenuPages, or BiteGrabber without having a contract with Defendant. The lawsuit asserts that Defendant listed restaurants without obtaining prior consent, allegedly leading to consumer confusion regarding restaurant affiliation and potential reputational harm and loss of sales. Grubhub Inc. denies these allegations but has agreed to settle the matter in *Lynn Scott, LLC et al. v. Grubhub Inc*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.).

Who is included? You received this notice because your business may be a member of the group of businesses affected, called the "Settlement Class."

What does the Settlement Provide?

As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month DD, 20YY**, for the following benefits from the Settlement:

Cash Payment: Each settlement class member who submits a valid claim will be entitled to:

- 1) an initial payment of \$50 and
- 2) an additional payment that will be prorated based on the length of time the business was listed on Grubhub, BiteGrabber, Eat24, Tapingo, OrderUp, LevelUp, Seamless, AllMenus, and MenuPages.

If the total of the initial payments of all valid claims is more than the amount available, then initial payments will be reduced pro-rata (a legal term meaning equally) based on the length of time a business was listed on Grubhub.

Other Options

Opt-Out postmarked by Month DD, 20YY. Submit your opt-out if you do not want to be legally bound by the Settlement. The Court will exclude any class members who request to opt-out, unless the Court decides otherwise.

Object by Month DD, 20YY. You may object to the Settlement if you do not opt-out. The Long Form Notice on the Settlement Website explains how to opt-out or object.

Do Nothing. You will get no benefits from the Settlement, and you will be bound by the Settlement, any judgments, and orders.

Final Approval Hearing on Month DD, 20YY. The Court will decide whether to approve the settlement, Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and costs, and service awards for the Plaintiffs and will consider objections. You or your lawyer may ask to appear at the hearing but are not required to do so.

This notice is a summary. Learn more at www.XXXXXXXXXXXXXXXXXX.com, or call toll-free 1-XXX-XXX-XXX.

XNNN2 v.01

Grubhub Restaurant Settlement

Submit your Claim Form by **Month DD, 20YY**

Submit Your Claim

Scan here or visit
www.XXXXXXXXXXXXXXXXXX.com



EXHIBIT C



United States District Court
for the Northern District of Illinois

Lynn Scott, LLC et al. v. Grubhub Inc.

Case No. 1:2020-cv-06334

Class Action Notice

Authorized by the U.S. District Court

Was your business listed on Grubhub, Eat24, Tapingo, OrderUp, LevelUp, Seamless, AllMenus, MenuPages, or BiteGrabber without having a contract with Grubhub?

There is a \$7,154,586 settlement of a lawsuit.

And you may be entitled to money.

To be part of this settlement, you should:

Read this notice.

Respond by [date] by mail or online.

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: [website].

Table of Contents

Table of Contents	2
About This Notice	3
Why did I get this notice?.....	3
What do I do next?	3
What are the most important dates?.....	4
Learning About the Lawsuit	4
What is this lawsuit about?	4
Why is there a settlement in this lawsuit?.....	4
What happens next in this lawsuit?	5
Learning About the Settlement	6
What does the settlement provide?.....	6
How do I know if I am part of this settlement?.....	6
How much will my payment be?.....	6
Deciding What to Do	7
How do I weigh my options?	7
What is the best path for me?.....	8
<i>*You can object to the settlement AND submit a claim form to receive payment...</i>	8
Submitting a Claim	9
How do I get a payment if I am a class member?.....	9
Do I have a lawyer in this lawsuit?.....	9
Do I have to pay the lawyers in this lawsuit?	9
Opting Out	10
What if I don't want to be part of this settlement?	10
How do I opt out?	10
Objecting	11
What if I disagree with the settlement?	11
Doing Nothing	12
What are the consequences of doing nothing?.....	12

Key Resources..... 13
 How do I get more information? 13

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Lynn Scott, LLC et al. v. Grubhub Inc.*, brought on behalf of businesses that Grubhub Inc. listed on its online food delivery platform (Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus, MenuPages and BiteGrabber) without having a contract with those businesses.

You received this notice because your business may be a member of the group of businesses affected, called the “class.” This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	If you are a Grubhub partner as of ____, 2025, select your payment method and submit. If you are not a Grubhub partner as of ____, 2025, provide your EIN or Federal Tax Identification Number and select a payment method. You will be bound by the settlement if you receive a payment.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to pursue all your legal rights and remedies based on the same issues.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to select a payment method and provide an EIN or Federal Tax Identification Number if you are not a Grubhub partner as of _____, 2025: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

In October 2020, a class action lawsuit was filed against Grubhub. The lawsuit was brought on behalf of businesses whose names or logos were listed on online food delivery platforms owned by Grubhub Inc., including Grubhub, Eat24, Tapingo, OderUp, Seamless, LevelUp, AllMenus, MenuPages, and BiteGrabber, although Grubhub did not have a contract with those businesses. The lawsuit claims that Grubhub added thousands of businesses to its delivery apps without a contract in place. According to Plaintiffs' complaint, consumers believed the businesses had a contract with Grubhub when they did not, which allegedly hurt the businesses' reputations, and caused them to lose sales.

Grubhub denies that it did anything wrong, and Plaintiffs have not proven that Grubhub has done anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[website]

Why is there a settlement in this lawsuit?

In May 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The settlement is not an admission of guilt by Grubhub.

The settlement is on behalf of the businesses who brought the case and all members of the nationwide settlement class, which includes all businesses whose names or logos were listed on Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus, MenuPages, BiteGrabber, without having a contract with Grubhub. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where:

United States District Court
for the Northern District of Illinois
Everett McKinley Dirksen United States Courthouse – Courtroom 1425
219 South Dearborn Street
Chicago, IL 60604.

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue.

The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [\[website\]](#).

Learning About the Settlement

What does the settlement provide?

The settlement pays money to businesses who were listed on the Grubhub food delivery platform when those businesses did not have a contract with Grubhub. **Grubhub has also agreed not to list businesses on its platform in the future without a contract.**

Grubhub has agreed to pay \$7,154,586 into a settlement fund. Businesses will receive an initial payment of \$50 (which may be increased or reduced depending on the total number of valid claims submitted) and an additional payment pro rata based on the length of time they were listed on Grubhub without a contract in place. The settlement fund will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement (expected to be approximately \$375,000).

Members of the settlement class will “release” their claims as part of the settlement, which means they relinquish all claims against Grubhub Inc. based on the same issues in this lawsuit. The full terms of the release can be found [\[here\]](#).

How do I know if I am part of this settlement?

If your business was listed on Grubhub and your business did not have a contract when listed, you may be a member of the class and entitled to money. Business records suggest your business may be part of the class. To verify whether your business is a member of the class, you may contact the settlement administrator.

How much will my payment be?

Your payment amount depends on how long your business was listed on Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus,

MenuPages, or BiteGrabber, without a contract in place.

Each settlement class member who submits a claim will be entitled to an initial payment of \$50 and an additional payment that will be prorated and based on the length of time the business was listed on Grubhub without a contract. Business records will be used to confirm the length of time on the platform.

If the total of the initial payments exceeds the total amount of funds available, payments will be reduced on a pro rata basis and the length of time a business was on the Grubhub platform without a contract in place.

If there is money left over that can be distributed in an administratively feasible way, a second distribution will be made, otherwise the remaining balance will be donated to an organization that is approved by the Court.

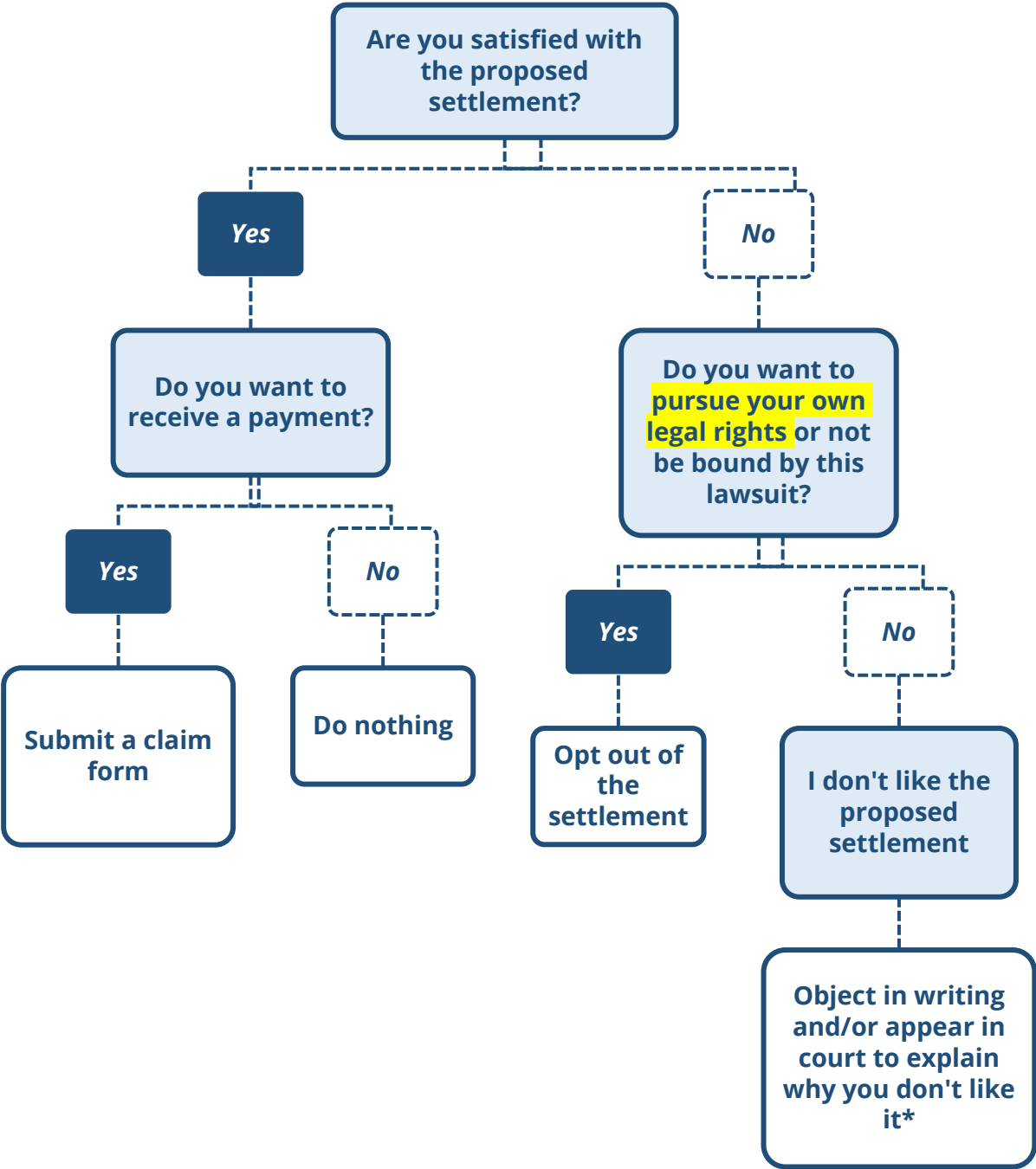
Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own rights if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the settlement AND submit a claim form to receive payment.*

Submitting a Claim

How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed claim form to the Settlement Administrator either online [here] or download a claim form from the [website] and mail it to the Settlement Administrator (address below). If you are a Grubhub partner as of _____, 2025, you only need to provide your contact information, select a payment method and sign. If you are not a Grubhub partner as of _____, 2025, you also need to provide your EIN or Federal Tax Identification Number.. Your EIN is requested to prevent fraud and will be kept confidential.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following firms and lawyers.

Your lawyers:

Firms	Lawyers
Gibbs Mura LLP	Rosemary M. Rivas
Fegan Scott LLC	Elizabeth A. Fegan

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

Your lawyers have worked on the case since 2020 and to date, they

have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment not to exceed 33 1/3 % of the Settlement Funds (up to \$2,382,477) total in attorneys' fees plus the reimbursement of out-of-pocket expenses not to exceed \$_____.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of up to \$20,000.00 to each Class Representative for the time and effort they contributed to the case over approximately five years. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to pursue your own legal rights and remedies that you may have.

How do I opt out?

To opt out of the settlement, you must submit a written letter to the address or email address below no later than _____, 2026:

[Settlement Administrator]

[Street address]

[City, State, Zip Code]

[Phone Number]

[Opt-out email address]

Be sure to include your name, the name of your business(es), address

and contact information, and signature.

Any request for exclusion shall (i) state for each entity requesting exclusion, the entity's full name, physical address, email address, and phone number,

(ii) the name of the Action (*Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.)),

(iii) a specific statement of the entity's intent to be excluded from the Settlement,

(iv) the identity of the entity's counsel, if represented, and

(v) the printed name and signature of the entity's authorized representative and the date on which the request was signed.

Failure to provide each required element may result in rejection of a request for exclusion.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must electronically file or mail a letter to the Court, and mail a letter to the Settlement Administrator, no later than **[date]** that includes:

- (1) the name and case number of this lawsuit, *Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.);
- (2) the class member's business name, physical address, email address and phone number (if you have one);
- (3) the full name of the individual submitting the comment or

- objection on behalf of the class member and, if the class member is not a natural person, a description of the individual's authority to act on behalf of the class member;
- (4) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
 - (5) all reasons for the objection or comment and sufficient proof establishing that the individual is the proprietor of the class member;
 - (6) a statement identifying all class action settlements the proprietor of the class member or their attorney has objected to or commented on in the last five (5) years;
 - (7) whether the class member intends to appear at the Final Approval Hearing;
 - (8) the name and contact information of any and all attorneys representing, advising, or assisting the class member, including any counsel who may be entitled to compensation for any reason related to the objection or comment;
 - (9) whether any attorney will appear on the class member's behalf at the Final Approval Hearing, and if so the identity of that attorney; and
 - (10) the signature of the proprietor of the class member.

The addresses for the Court and the Settlement Administrator are below. If sent by mail, to be timely the objections must be postmarked no later than _____, 2026.

<p>[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]</p>	<p>The Honorable LaShonda A. Hunt United States District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604</p>
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Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be

bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Grubhub about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [\[here\]](#).

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [\[here\]](#). To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [\[website\]](#)

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Rosemary M. Rivas Gibbs Mura LLP 1111 Broadway, Suite 2100 Oakland, CA 94607 Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr., 24 th Floor Chicago, IL 60606

EXHIBIT D

Lynn Scott, LLC, et al. v. Grubhub Inc.,
Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.)

PLAN OF ALLOCATION

1. This Plan of Allocation (attached as Exhibit D to the Class Action Settlement Agreement) adopts and incorporates by reference all of the Definitions contained in the Class Action Settlement Agreement for this Action and incorporates by reference and shall be interpreted and implemented consistent with the Class Action Settlement Agreement.
2. Subject to the Court's approval, this Plan of Allocation shall be utilized and followed by the Settlement Administrator to calculate the value of and pay each Valid Claim Form submitted in conjunction with this Settlement.
3. Distribution – The Settlement Fund will be distributed according to the following preferential order:
 - a. Payment of all expenses incurred by the Settlement Administrator for the Notice Plan and settlement administration;
 - b. Costs of preparing and sending notices to all Attorneys General regarding the Settlement pursuant to the Class Action Fairness Act;
 - c. Payment of any taxes associated with the Settlement Fund;
 - d. Payment of any Fee & Expense Award plus any interest or income earned on the Fee & Expense Award portion of the Settlement Fund and Service Awards within 10 business days of the Effective Date;
 - e. Payment of the remaining Net Settlement Fund to Settlement Class Members in accordance with this Plan of Allocation and Final Approval Order or any subsequent order of the Court within a reasonable time after the Effective Date; and
 - f. Payment of any residue of the Settlement Fund as set forth in this Plan of Allocation, subject to a reduction for any associated administrative costs.
4. Claim Allocation – Each Claim Form shall be reviewed and validated by the Settlement Administrator. As part of this process, the Administrator will verify that the claimant is a Settlement Class Member—cross-referencing the submitted form with the class data provided by the Defendant.

If the Settlement Administrator determines that a Claim Form does not constitute a valid claim, the Settlement Administrator shall notify the claimant within a reasonable period, clearly stating the specific grounds for the determination.

Upon validation, eligible Settlement Class Members will have their claims calculated and paid as follows:

- a. Settlement Class Members who submit a Valid Claim Form will be eligible to receive (1) an initial payment of \$50.00, and, after paying each Class Member their initial payment, (2) an additional pro-rata distribution of the remaining Net Settlement Fund based on the length of time their restaurant was listed on

Grubhub's Platform under the Place & Pay program. For clarity, a Settlement Class Member whose restaurant was listed for 12 months shall receive a pro-rata distribution that is larger than a restaurant listed for only four months. Pro-rata distributions will be calculated by the Settlement Administrator based on the Defendant's records indicating the duration of each restaurant's inclusion in the Place & Pay program.

- b. If the total initial payments of all Valid Claims exceeds the amount available in the Net Settlement Fund, then each eligible Settlement Class Member who submitted a Valid Claim Form shall have their initial payment reduced pro-rata based on the length of time their restaurant was listed on Grubhub's Platform under the Place & Pay program.
 - c. If funds remain in the Net Settlement Fund after all Valid Claims have been paid in full, and provided a second distribution is administratively feasible, the remaining balance—including amounts from checks that have expired and can no longer be cashed—shall be disbursed to Settlement Class Members on a pro rata basis if financially feasible.
 - d. If funds remain in the Net Settlement Fund after allocation of the second disbursement (section 4c. above), or if it is not feasible to make a second disbursement, the Parties, through counsel, shall alert the Court and seek approval from the Court to allocate the remaining funds to the *Cy Pres* recipient(s) pursuant to paragraph 5.
5. Cy Pres Payment – Any funds remaining in the Net Settlement Fund after the completion of the Claim Allocation process shall be paid to the *Cy Pres* recipient(s) agreed upon by the Parties and approved by the Court.
 6. Claim Allocation Appeal Process – For claimants who receive notice that the Settlement Administrator has denied their claim, the claimant shall have 21 days from the date on the denial to appeal or challenge the determination. The appeal should state in writing why the denial is erroneous and include all evidence supporting their claim. Upon receipt of the appeal, the Settlement Administrator, with consultation of the Parties, shall evaluate the appeal, including all supporting evidence and documentation, and make a determination within 10 days of receipt of the appeal. The Settlement Administrator's determination shall be final and binding on all parties.

EXHIBIT 2

GibbsMura

A LAW GROUP

Firm Resume

Gibbs Mura is a national litigation firm providing the highest caliber of representation to plaintiffs in class and collective actions in state and federal courts, and in arbitration matters worldwide. The firm serves clients in consumer protection, securities and financial fraud, antitrust, whistleblower, personal injury, and employment cases.

The firm regularly prosecutes multi-state class actions and has one of the best track records in the country for successfully certifying classes, developing practical damages methodologies, obtaining prompt relief for class members victimized by unlawful practices, and working cooperatively with other firms.

Our attorneys take pride in their ability to simplify complex issues; willingness to pursue narrow and innovative legal theories; ability to work cooperatively with other plaintiffs' firms; and desire to outwork and outlast well-funded defense teams.

In less than a decade since its 2014 founding, the firm has recovered over \$2.5 billion for its clients. During that time, the firm has been honored repeatedly for the quality of its work and the results delivered to its clients, including:

- Top Law Firm, California Litigation: Mainly Plaintiffs – *Chambers USA*, 2025, 2024, 2023, 2022
- Class Action Practice Group of the Year, *Law360*, 2023, 2019
- Top Boutique Law Firms in California, *Daily Journal*, 2019

These accolades have also included individual recognition of many of the firm's attorneys:

- Top Class Action Attorneys Under 40, *Law360 Rising Stars*, 2024 (Amanda Karl)
- Top Women Lawyers in California, *Daily Journal*, 2024 (Rosemary Rivas)
- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2023 (Andre Mura, Steven Tindall, Zeke Wald)
- Top Women Lawyers in California, *Daily Journal*, 2023, 2021 (Amy Zeman)
- Top Plaintiff Lawyers in California, *Daily Journal*, 2021 (Andre Mura, Amy Zeman)
- Product Liability MVP, *Law360*, 2021 (Amy Zeman)
- Lawyer of the Year- Mass Torts/ Class Action, *Best Lawyers*, 2022 (Eric Gibbs)
- Titans of the Plaintiffs Bar, *Law360*, 2019 (Eric Gibbs)
- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2019 (Eric Gibbs)
- California Lawyer of the Year (CLAY) Award, *Daily Journal*, 2019 (Steven Tindall)
- Top Plaintiff Lawyers in California, *Daily Journal*, 2020, 2019, 2016 (Eric Gibbs)
- Cybersecurity and Privacy MVP, *Law360*, 2018 (Eric Gibbs)
- Top Cybersecurity/ Privacy Attorneys Under 40, *Law360 Rising Stars*, 2017 (Andre Mura)

ATTORNEYS

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Andre Mura	p. 5
David Berger	p. 7
Eileen Epstein Carney	p. 9
Dylan Hughes	p. 10
Amanda Karl	p. 11
Linda Lam	p. 13
Steve Lopez	p. 14
Rosemary Rivas	p. 15
Dave Stein	p. 17
Steven Tindall	p. 19
Amy Zeman	p. 21

Of Counsel & Counsel

Josh Bloomfield	p. 23
Aaron Blumenthal	p. 24
Spencer Hughes	p. 25
Parker Hutchinson	p. 26
Brian Johnson	p. 27
Shawn Judge	p. 28
Daniel Leathers	p. 30
Rosanne Mah	p. 31
Karen Barth Menzies	p. 32
Ashleigh Musser	p. 34
Mark Troutman	p. 35

Associates

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Emily Beale	p. 38
Delaney Brooks	p. 39
Jane Farrell	p. 40
Sadie Hillier	p. 41
Hanne Jensen	p. 42
Anna Katz	p. 43
Jeff Kosbie	p. 44
Emma MacPhee	p. 45
Jake Seidman	p. 46
Jennifer Sun	p. 47
Wynne Tidwell	p. 48
Zeke Wald	p. 49
Taylor Walters	p. 50

Staff Attorneys

Dorry Gardner	p. 51
Sierra Morris	p. 52
Alyssa Prothero	p. 53

SIGNIFICANT RECOVERIES

Deceptive Marketing	p. 54
Defective Products	p. 55
Antitrust & Unfair Business Practices	p. 57
Securities & Financial Fraud	p. 59
Data Breach & Privacy	p. 60
Mass Tort	p. 61
Sexual Assault Litigation	p. 61
Government Reform	p. 61

1111 Broadway, Suite 2100, Oakland, CA 94607

☎ 510 350 9700

📠 510 350 9701

www.ClassLawGroup.com

Voting Rights Task Force

Gibbs Mura is proud to have launched our Voting Rights Task Force, through which we have been participating in efforts to protect and expand civic participation across the country. The Task Force seeks to identify specific opportunities for both our attorneys and staff to promote voter engagement and maximize voter participation. We implemented new programs to promote firmwide involvement in protecting and expanding the right to vote, including:

- Making Election Day a firm holiday.
- Allowing support staff to bill a set number of hours per week to Voting Rights Task Force efforts, including with nonprofit organizations.
- Encouraging attorney participation in voter protection volunteer opportunities during elections, including staffing voter protection hotlines, poll watching, and helping triage issues that arise.



Eric H. Gibbs | Partner

Eric prosecutes antitrust, consumer protection, whistleblower, financial fraud and mass tort matters. He has been appointed to leadership positions in dozens of contested, high profile class actions and coordinated proceedings. Eric has recovered billions of dollars for the clients and classes he represents and has negotiated groundbreaking settlements that resulted in meaningful reforms to business practices and have favorably impacted plaintiffs' legal rights.

Reputation and Recognition by the Courts

In over 20 years of practice, Eric has developed a distinguished reputation with his peers and the judiciary for his ability to work efficiently and cooperatively with co-counsel, and professionally with opposing counsel in class action litigation.

"[Mr. Gibbs] efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation."

- Hon. G. Wu, *In re Hyundai & Kia Fuel Economy Litig.* (C.D. Cal)

"The attorneys who handled the case were particularly skilled by virtue of their ability and experience."

- Hon. D. Debevoise, *In re: Mercedes-Benz Teleaid Contract Litig.* (D. N.J.)

"They are experienced and knowledgeable counsel and have significant breadth of experience in terms of consumer class actions."

- Hon. R. Sabraw, *Mitchell v. Am. Fair Credit Assoc'n* (Alameda Cty. Superior Ct.)

"Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

- Hon. J. Fogel, *Sugarman v. Ducati N. Am.* (N.D. Cal)

Achievements and Leadership

Eric has been recognized as a leading lawyer in class and mass actions. In 2019, *Law360* recognized Eric among its "Titans of the Plaintiffs Bar," one of only 10 attorneys nationwide to receive the prestigious award. He also received the 2019 *California Lawyer Attorney of the Year (CLAY) Award* for his work in the Anthem Data Breach Litigation. *Daily Journal* named him to its coveted list of "Top Plaintiff Lawyers in California" for 2020, 2019 and 2016. *Law360* recognized Eric as a "2016 Consumer Protection MVP," (the only plaintiff-side lawyer in the country selected in that category) and as a "2018 Cybersecurity & Privacy MVP." Consumer Attorneys of California selected Eric and co-counsel as finalists for *Consumer Attorney of the Year* for achieving a \$100 million settlement in the Chase "Check Loan" Litigation. His cases have been chronicled in major legal and news publications including *NBC News*, *CNN*, the *National Law Journal*, *The New York Times*, *Market Watch*, and *Bloomberg News*. Eric holds a variety of leadership positions in professional associations for consumer advocacy, and he frequently presents on developing trends in the law at conferences throughout the country.

Litigation Highlights

In re Anthem, Inc. Data Breach Privacy Litigation – Served as a court-appointed member of the Plaintiffs' Steering Committee representing the interests of plaintiffs and putative class members following a massive data breach of approximately 80 million personal records. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history at the time.

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Practice Emphasis

Antitrust & Unfair Competition
Banking and Financial Fraud
Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower

Education

Seattle University School of
Law, J.D., 1995
San Francisco State
University, B.A., 1991

Awards & Honors

"Lawyer of the Year," Best
Lawyers in America for Class
Actions/ Mass Tort Litigation
(2022)

*Nationwide Products Liability:
Plaintiffs – Band 4*,
Chambers USA, 2022-2025

*Lawdragon 500 Leading
Plaintiff Consumer Lawyer*,
2019-2026

Titans of the Plaintiffs Bar,
Law360, 2019

*California Lawyer Attorney of
the Year Award*, 2019

*Top Plaintiff Lawyers in
California for 2020, 2019*,
2016, *Daily Journal*

*Cybersecurity & Privacy
MVP*, Law360, 2018

Consumer Protection MVP,
Law360, 2016

AV Preeminent® Peer
Review Rated by Martindale-
Hubbell

Admissions

California

In re Chase Bank U.S.A., N.A. "Check Loan" Contract Litigation – multidistrict litigation that alleged Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. Eric led negotiations in the case, which resulted in a \$100 million settlement with Chase eight weeks prior to trial.

In re Adobe Systems Inc. Privacy Litigation – As court-appointed lead counsel, Eric and his team reversed a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41 page decision in plaintiffs' favor and Eric negotiated a comprehensive reform of Adobe's data security practices. The court's landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Hyundai & Kia Fuel Econ. Litigation – As court-appointed liaison counsel, Eric reconciled the plaintiffs' interests and coordinated discovery and settlement negotiations. He helped finalize a settlement with an estimated value of up to \$210 million.

Skold v. Intel Corp. – After more than a decade of litigation, Eric as lead counsel achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel's benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

Parkinson v. Hyundai Motor America – Eric served as class counsel in this lawsuit alleging that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, Hyundai agreed to a settlement that provided for 50-100% reimbursements to class members for their repairs and full reimbursement for rental vehicle expenses.

De La Cruz v. Masco Retail Cabinet Group – Eric served as lead attorney litigating the collective claims of dozens of misclassified account representatives for overtime pay under the Fair Labor Standards Act (FLSA). Successfully certified a class of current and former Masco account representatives and personally arbitrated the case to judgment obtaining full recovery for the class.

In re Providian Credit Card Cases – Eric played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders alleging that Providian engaged in unlawful and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

Professional Affiliations

American Association for Justice, Board of Governors, Co-founder and past co-chair of Consumer Privacy and Data Breach Litigation Group, Co-founder and past co-chair of AAJ Litigation Group, Past editor of Class Action Litigation Group newsletter, Creator and co-chair of Class Action Litigation Group Objector Database and Task Force, Law School Committee

American Bar Foundation- Fellow

Consumer Attorneys of California

Equal Justice Society- Advisory Board

National Association of Consumer Advocates

National Consumer Law Center

National Plaintiffs' Law Association, Advisory Board Member

Public Justice Foundation- Former Member, Class Action Preservation Project Committee

San Francisco Trial Lawyers Association

Association of Business Trial Lawyers

American Bar Association



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Practice Emphasis

Class Actions
Consumer Protection
Privacy
Mass Personal Injury

Education

The George Washington
University Law School, J.D.,
2004
Williams College, B.A., 2000

Admissions

California
District of Columbia

Andre M. Mura | Partner

Andre represents plaintiffs in class actions and mass torts including in the areas of consumer protection, privacy, and products liability. Before joining Gibbs Mura, Andre was senior litigation counsel at the Center for Constitutional Litigation PC, where he represented plaintiffs in high-stakes appeals in state supreme courts and federal appellate courts.

Andre has been honored twice with a California Lawyer Attorney of the Year Award: in 2023 for his involvement and success at trial in *Patz v. City of San Diego*, and in 2019 for his work in the California Supreme Court in *De La Torre v. CashCall*. He is on the Board of the Civil Justice Research Initiative of Berkeley Law, a Fellow of the American Bar Foundation, a member of the Lawyers Committee of the National Center for State Courts, President of the National Civil Justice Institute, past Chair of the American Association for Justice's LGBT Caucus, past Trustee of the National College of Advocacy, and a member of Williams College's Latino/a and BiGLATA Alumni Network.

Litigation Highlights

In re: Social Media Adolescent Addiction/Personal Injury Products Liability

Litigation – Andre was court-appointed to Plaintiffs' Steering Committee Leadership and has undertaken a wide range of responsibilities, including law and briefing and managing discovery related to the TikTok defendants. The firm also represents children and families in lawsuits in federal and state court against Facebook, Instagram, TikTok, Snap, and YouTube.

In re: Meta Pixel Healthcare Data Privacy Litigation – Andre was court-appointed to the plaintiffs' executive committee in this consolidated litigation, representing millions of patients whose sensitive health data was allegedly collected and shared without their consent. In his appointment decision, Judge Orrick said he chose interim class counsel for their "highly relevant" experience and knowledge.

Brooks v. Thomson Reuters Corporation – Andre is court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

In re: 3M Combat Arms Earplug Products Liability Litigation – Andre was court-appointed to the plaintiffs' law-and-briefing committee in this multi-district litigation on behalf of military servicemembers and veterans who suffered injuries due to defective 3M earplugs, which were standard-issue for U.S. military members for more than a decade. Andre also served on several bellwether trial teams, securing multiple favorable jury verdicts.

In re: Taxotere (Docetaxel) Products Liability Litigation – Andre was a member of the trial team in a two-week federal jury trial and is member of Plaintiffs' Steering Committee and co-chair of Law and Briefing in this multi-district litigation on behalf of breast cancer survivors who suffered permanent hair loss after using the Taxotere chemotherapy drug. He recently obtained a unanimous decision granting a bellwether plaintiff a new trial. *See* 26 F.4th 256 (5th Cir. 2022)

In re: Vizio, Inc. Consumer Privacy Litigation – Andre is co-lead counsel for the settlement class in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. He negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected.

De La Torre v. CashCall – Andre played a key role in briefing before the California Supreme Court, resulting in a unanimous decision in the plaintiffs’ favor. The decision changed decades-old assumptions that lenders in California had a virtual “safe harbor” from unconscionability challenges to loan interest rate terms.

In re: Lenovo Adware Litigation – Andre briefed and argued a motion to dismiss and motion to certify a nationwide litigation class for monetary damages. The court approved a \$7.3 million class action settlement to resolve allegations that Lenovo preinstalled software on laptops that caused performance, privacy and security issues for consumers.

Beaver et. al. v. Tarsadia Hotels, Inc. – Andre contributed to briefing before the Ninth Circuit Court of Appeals resulting in a unanimous decision affirming the lower court’s ruling that the UCL’s four-year statute of limitations (and its accrual rule) applied in claims alleging violations of the Interstate Land Sales Full Disclosure Act (ILSA) even though ILSA has a shorter statute of limitations.

Watts v. Lester E. Cox Medical Centers, 376 S.W.3d 633 (Mo. 2012) – Andre successfully argued that a state law limiting compensatory damages in medical malpractice cases violated his client’s right to trial by jury. In ruling for Andre’s client, the Missouri high court agreed to overturn a 20-year-old precedent.

U.S. Supreme Court Advocacy

Merck Sharp & Dohme Corp. v. Albrecht, 139 S. Ct. 1668 (2019) – Before the U.S. Supreme Court, in a case concerning the scope of federal immunity for brand-name drug manufacturers, Andre represented medical doctors appearing as amici curiae. His amicus brief was discussed at oral argument, with Supreme Court counsel for Albrecht telling the Justices, “It’s a beautifully done amicus brief to explain what the scientists knew and when they knew it....”

Mutual Pharmaceutical Co., Inc. v. Bartlett, 133 S. Ct. 2466 (2013) – Andre was the lead author of an amicus curiae brief for the American Association for Justice and Public Justice in a case examining whether federal drug safety law preempts state-law liability for defectively designed generic drugs.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023, 2019)
Top Plaintiff Lawyers in California, *Daily Journal* (2021)
Top Cybersecurity & Privacy Attorneys Under 40, *Law360* Rising Stars (2017)
Northern California Super Lawyers (2019-2025); *Rising Star* (2016-2018)

Professional Affiliations

American Association for Justice- Class Action Litigation Group, Legal Affairs Group,
LGBT Caucus
American Bar Foundation, Fellow
Consumer Attorneys of California, Member
Civil Justice Research Initiative of Berkeley Law, Board Member
Impact Fund, Board Member
Law360- Cybersecurity & Privacy, Former Editorial Advisory Board Member
National Center for State Courts, Lawyers Committee
National Civil Justice Institute, President

Select Publications & Presentations

Presenter, “Emerging Issues Affecting Class Actions and Pharma Litigation: Legal Writing,” AAJ Annual Convention, July 2025.

Moderator, “The N.D. Guidelines in Practice,” Civil Justice Research Initiative, November 2023.



David M. Berger | Partner

David represents plaintiffs in class actions with a special emphasis on data breach, privacy, and financial services litigation. He currently serves as court-appointed co-lead counsel in matters including *In re: MGM Customer Data Sec. Litigation* (D. Nev.); *In re: Equifax, Inc. Fair Credit Reporting Act Litigation* (N.D. Ga.); *In re: Sequoia Benefits and Insurance Data Breach Litigation* (N.D. Cal.); and *In re US Fertility LLC Data Security Litigation* (D. Md.). David also has represented victims in some of the largest and most influential data privacy and security cases, including litigation against Equifax, Anthem, Vizio, Adobe, Banner Health, and Excellus BlueCross BlueShield. David has repeatedly obtained record-breaking settlements on behalf of his clients, including in the Equifax and Anthem data breach cases, which set successive records for the largest data breach settlement in history.

David is widely regarded as a leader in litigation involving data breach and privacy, which is underscored by his broad technical expertise—from hacking techniques and cybersecurity controls to industry standard IT practices, information security frameworks, and auditing processes. He has deposed Chief Information Security Officers and information security professionals at Fortune 500 corporations, worked with expert witnesses on cutting-edge cybersecurity and damages theories, and supervised large-scale document review teams poring over millions of technical documents in a compressed timeframe.

Outside of his litigation experience, David is an active member of the class action legal community. He is the former chair of the American Association for Justice’s Consumer Privacy and Data Breach Litigation Group. He is also an active member of The Sedona Conference’s Working Group on Data Security and Privacy Liability, which identifies and comments on trends in data security and privacy jurisprudence to move the law forward in a reasoned and just way. David was a member of The Sedona Conference’s Biometric Security Brainstorming Group, and the Breach Notification Statutes Brainstorming Group. David is also frequently invited to present at conferences and symposia on information security and privacy issues and consumer class actions.

Prior to joining Gibbs Mura, he served as a law clerk to the Honorable Laurel Beeler, Northern District of California (2011-2014). Before law school, David worked as a magazine editor and television presenter in Taiwan and managed an outdoor center on an island off the West Coast of Scotland.

Litigation Highlights

In re Equifax, Inc. Customer Data Security Breach Litigation – In securing what was described by the court as “the largest and most comprehensive recovery in a data breach case in U.S. history by several orders of magnitude,” David played an integral role by negotiating key business practice changes including overhauling Equifax’s handling of consumers’ personal information and data security and requiring that the company spend at least \$1 billion for data security and related technology over five years in addition to comprehensive technical and governance reforms.

In re Anthem, Inc. Data Breach Privacy Litigation – Key member of the litigation team representing interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data. The lawsuit settled in August 2018 for \$115 million, the largest data breach settlement in history.

Fero v. Excellus Health Plan Inc. – Key member of the litigation team representing the interests of 7 million Excellus health plan subscribers and 3.5 million Lifetime subscribers whose personal and medical information was compromised.

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Practice Emphasis

Class Actions

Consumer Protection

Privacy

Education

Northwestern University
School of Law, J.D., 2008

University of Wisconsin,
Madison, B.A., 1998

Admissions

California

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs’ favor and the settlement resulted in a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

In re Equifax, Inc. Fair Credit Reporting Act Litigation – Court-appointed Interim Co-lead counsel in ongoing litigation against Equifax related to the company reporting inaccurate credit information on approximately 2.5 million Americans who applied for mortgages, loans, and credit cards between March 17 and April 6, 2022.

Smallman v. MGM Resorts International – Interim Co-lead Counsel in ongoing litigation against MGM, following the 2020 data breach in which the personal data of 10.6 million MGM customers was stolen and posted on underground hacking forums.

In re Sequoia Benefits Data Breach Litigation – Court-appointed Interim Class Counsel in ongoing litigation against Sequoia Benefits regarding the 2022 data breach which exposed and compromised the sensitive information of numerous employees, including Social Security numbers, member IDs, and wage data.

Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyers (2025)

Northern California Super Lawyers (2021-2025)

Rising Star, Northern California Super Lawyers (2016-2018)

Professional Affiliations

American Association for Justice- Consumer Privacy and Data Breach Litigation Group
(Former Chair)

Member, Sedona Conference’s Working Group on Data Security and Privacy Liability

Co-Chair, Sedona Conference’s WG11 Brainstorming Group “Exploring Greater
Efficiencies in Data Breach and Privacy Class Action Litigation”

Consumer Attorneys of California

National Civil Justice Institute

Selected Presentations and Publications

Presenter, “Strategies and Tactics in Consumer Privacy and Data Breach Cases: Damage Theories Supporting Class Certification,” AAJ Annual Convention, July 2025.

Presenter, “Cybersecurity Issues Affecting Health Benefit Plans,” U.S. Department of Labor, Advisory Council on Employee Welfare and Pension Benefit Plans, July 2022.

Presenter, "Internet Data Accumulation and Protection," Pound Civil Justice Institute, The Internet and the Law: Legal Challenges in the New Digital Age, November 2021.

Presenter, "Facial Recognition Technology Bans," The Sedona Conference, Annual Meeting of Working Group 11 on Data Security and Privacy Liability, April 2021.

Presenter, "Privacy and Data Breach Class Actions," Western Alliance Bank Class Action Law Forum 2020, March 2020.

Presenter, “Communicating with the Class,” Class Action Mastery Forum, January 2019.

Presenter, “Hot Topics in Consumer Class Actions Against Insurers: Filed Rate Doctrine, Standing, and Reverse Preemption of RICO Claims,” Sacramento California Insurance Regulation and Litigation Seminar, Clyde & Co., March 2018.

Presenter, “Winning strategies in privacy and data security class actions: the plaintiffs’ perspective,” Berkeley Center for Law & Technology, Berkeley Law School, January 2017.



Eileen Epstein Carney | Partner

Eileen represents investors and consumers who have been harmed by financial fraud and other corporate misconduct. This includes oversight of investigation into alleged Ponzi schemes, securities fraud, and other financial scams. Eileen helps run initial case investigations and deploys her substantial experience to ensuring that the victims of financial fraud are made whole.

Eileen is also deeply involved in the day-to-day operations of Gibbs Mura. She executes on the firm's strategic vision with a focus on recruiting talented and diverse professionals, training, mentorship, community engagement, and client-focused activities. She previously spent seven years as the Director of Business Development at Gibbs Mura, leading the firm's marketing, business development and public relations activities. She has more than 15 years of experience in legal marketing and business development, with a proven track record of success overseeing teams and implementing firm-wide strategies for new business growth, marketing and media relations.

Eileen earned a J.D. from American University, Washington College of Law, and graduated *magna cum laude*, *Phi Beta Kappa*, from Lehigh University with a B.A. in journalism.

She is admitted to practice law in Minnesota.

Professional Affiliations

American Association for Justice

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eje@classlawgroup.com

Education

American University
Washington College of Law,
J.D., 2005
Lehigh University, B.A., *magna cum laude*, *Phi Beta Kappa*,
2002

Admissions

Minnesota



Dylan Hughes | Partner

Dylan Hughes concentrates his practice on investigating and prosecuting fraud matters on behalf of whistleblowers, consumers and employees who have been harmed by corporate misconduct. He coordinates initial case evaluations and analyses in a variety of practice areas and has substantial experience in matters involving health care fraud, particularly in the Medicare and pharmaceutical contexts. Dylan represents consumers in cases ranging from false advertising to defective products, and employees in misclassification and wage and hour cases under state and federal laws.

Mr. Hughes has extensive experience prosecuting complex personal injury cases. He helped to obtain millions of dollars for women who suffered blood clots and other serious injuries after taking birth control pills. He has also represented clients injured by defective medical devices, including defibrillators, blood filters, as well as back pain implants. Mr. Hughes was part of the team that recently settled a case alleging medical malpractice for a spinal surgery that resulted in partial paralysis.

Mr. Hughes began his career as a law clerk for the Honorable Paul A. Mapes, Administrative Law Judge of the Office of Administrative Law Judges, United States Department of Labor. He is a member of the American Bar Association, Consumer Attorneys of California, American Association for Justice Class Action Litigation Group and the Consumer Rights Section of the Barristers Club.

Litigation Highlights

Skold v. Intel Corp. – Key member of the legal team in this decade-long litigation that achieved a nationwide class action settlement on behalf of approximately 5 million consumers of Intel Pentium 4 processors. The lawsuit changed Intel’s benchmarking practices and Intel agreed to a cash settlement for the class, along with \$4 million in charitable donations.

In re Adobe Systems Inc. Privacy Litigation – Key member of the litigation team that succeeded in reversing a long line of decisions adverse to consumers whose personal information was stolen in data breaches. Judge Koh issued a 41-page decision in plaintiffs’ favor and the settlement resulted in a comprehensive reform of Adobe’s data security practices. The court’s landmark decision on Article III standing in this case marked a sea change and has been cited favorably in over twenty cases in the year since it was issued.

Velasco v. Chrysler Group LLP (n/k/a FCA US LLC) – represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. In addition to negotiating a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, the lawsuit also resulted in Chrysler reimbursing owners for all repair and rental car expenses, and extending its warranty.

Parkinson v. Hyundai Motor America – certified a nationwide class alleging Hyundai sold vehicles with defective flywheel systems, resulting in a favorable settlement for the class.

Awards & Honors

Northern California Super Lawyer (2012-2025)

Professional Affiliations

Consumer Attorneys of California
American Association for Justice- Class Action Litigation Group

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Practice Emphasis

Class Actions
Consumer Protection
Employment Law
Whistleblower

Education

University of California College
of the Law, San Francisco, J.D.,
2000
University of California at
Berkeley, B.A., 1995

Admissions

California



Amanda Karl | Partner

Amanda Karl represents consumers, employees and others who have been harmed by corporations. She has prosecuted a wide range of complex cases, including product defect, failure-to-warn, wage and hour, data breach, sexual assault, and securities cases, within a variety of industries. In 2024 she was honored as a Rising Star by *Law360*, a highly selective award that recognizes top attorneys under the age of 40.

In addition to her case achievements, Amanda is deeply committed to mentorship and expanding the pathway for plaintiffs' lawyers from underrepresented backgrounds. Amanda has supported many law school recruiting efforts, and for the firm's new associates and summer associates, she has helped conceptualize and oversee onboarding and training.

Amanda has also spearheaded the creation of Gibbs Mura's Voting Rights Task Force, which seeks to identify opportunities for both attorneys and staff to promote voter engagement and maximize voter participation. Under Amanda's guidance, the firm has not only participated in voting rights litigation, but has also implemented several internal programs to promote involvement across the firm in protecting and expanding the right to vote.

Amanda is a 2014 graduate (Order of the Coif) of the University of California at Berkeley School of Law, where she served as the Managing Editor of the California Law Review and Director of the Workers' Rights Disability Law Clinic. During law school, she worked as a Clinical Law Student at the East Bay Community Law Center, assisting with litigation targeting criminal record reporting violations, and as a law clerk at Equal Rights Advocates, working on women's employment issues. Following graduation from law school, she served as a law clerk to the Honorable Richard A. Paez, United States Court of Appeals for the Ninth Circuit and to the Honorable Claudia Wilken, Northern District of California. Amanda received her undergraduate degree, *magna cum laude*, in Sociology and Human Rights from Columbia University in 2009.

Outside of work, Amanda serves on the Board of Directors of the East Bay Community Law Center, a legal nonprofit organization that is both the largest provider of free legal services in the East Bay Area and Berkeley Law's largest clinical offering. She also enjoys reading, strength training, and exploring new places and foods with her husband and kids.

Litigation Highlights

A.B. v. Regents of the University of California – Represented former patients of ex-UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging Title IX violations and sexual harassment against both Heaps and UCLA. Amanda was a key member of the team that achieved a \$73 million dollar settlement, which will compensate over 5,500 women who received treatment from Dr. Heaps. Amanda was involved in nearly all aspects of the litigation, and, among other things, was the primary drafter of the final settlement approval brief; final settlement approval was granted on November 10, 2021.

Pote v. Handy Technologies – In prosecuting a case for alleged Labor Code violations, Amanda spearheaded briefing and argued before the California Court of Appeal that an order denying a motion to compel arbitration should be affirmed. The court ruled unanimously in Plaintiff's favor, affirming the trial court's ruling.

GreenSky Litigation – Represents consumers who took out loans for home maintenance repairs and were charged hidden fees by GreenSky, Inc. In addition to leading the firm's day-to-day work on this case, Amanda spearheaded briefing and led oral arguments to defeat GreenSky's attempt to dismiss plaintiff's claims when GreenSky filed a motion for partial judgment on the pleadings.

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Education

University of California at Berkeley, J.D., *Order of the Coif*, 2014
Columbia University, B.A., *magna cum laude*, 2009

Admissions

California

Shuman v. SquareTrade – Appointed class counsel to represent consumers who were allegedly underpaid by SquareTrade in connection with their product protection plans. Amanda and the team achieved an uncapped settlement that made 100% reimbursement available to class members and also required SquareTrade to reform its business practices. Amanda and the team overcame three motions to dismiss, a motion for summary judgment, and a motion to compel arbitration. Amanda was personally involved with much of the briefing and spearheaded the firm’s offensive discovery efforts.

Deora v. NantHealth – Represented a certified class of investors in litigation alleging multiple violations of federal securities laws related to the healthcare technology company’s initial public offering in 2016. Amanda was a member of the team that achieved a \$16.5 million dollar settlement in favor of NantHealth investors.

Awards & Honors

Best Lawyers in America: Ones to Watch (2026)
Top Class Action Attorneys Under 40, *Law360 Rising Stars* (2024)
Rising Star, *Northern California Super Lawyers* (2018-2025)

Professional Affiliations

East Bay Community Law Center, Pro Bono Chair
American Bar Foundation, Fellow
Consumer Attorneys of California, Former Board Member
American Association for Justice

Presentations and Articles

Presenter, “Emerging Issues Affecting Class Actions and Pharma Litigation: How to Use Recent SCOTUS Decisions to Your Advantage,” AAJ Annual Convention, July 2025.

Presenter, “MSJs, Ex Parte Motions and Injunctive Relief,” Pincus 21st Annual Federal Court Boot Camp: The Nuts and Bolts (CA), May 2025.

Presenter, “Artificial Intelligence and Discovery Issues,” TLMT Mass Torts & Class Action Conference, February 2025.

Presenter, “The Impact & Implications of Viking River Cruises, Inc. v. Moriana,” CAOC Annual Convention, November 2022.

Presenter, “PAGA After the Viking River Decision,” Bridgeport Continuing Education, July 2022.

Moderator, “Rapid Response: Recent SCOTUS Ruling—Viking River Cruises, Inc. v. Moriana,” American Association for Justice, June 2022.

Presenter, “Rule 12 and Related Motions,” Pincus Federal Boot Camp, May 2022.

Presenter, “Looking Forward Post-COVID,” CAOC Sonoma Travel Seminar, March 2022.

Author, “Work Unseen: Successfully Effectuating a Damages Class Settlement,” Daily Journal, November 2021.

Presenter, “Unpacking Public Interest Law,” People’s Parity Project, April 2021.

Presenter, “Wage and Hour Litigation & Enforcement Webinar,” HB Litigation, February 2020.

Author, “Epic Systems and the Erosion of Federal Class Actions,” Law360 Expert Analysis, July 2018.

Presenter, “From Clerkship to Career in Public Interest,” Berkeley Consumer Advocacy and Protection Society, October 2017.



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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California College
of the Law, San Francisco, J.D.,
magna cum laude, 2014
University of California Los
Angeles, B.A., 2011

Admissions

California

Linda Lam | Partner

Linda Lam focuses her practice on representing individuals who have been harmed by corporate misconduct. She has prosecuted fraud, breach of contract, and breach of fiduciary duty cases against large banks, insurance companies, and hospitality brands.

Linda has been an advocate for borrowers who suffered foreclosures during the Great Recession. She represented a certified class of over 1,200 borrowers who lost their homes after Wells Fargo wrongfully denied them trial mortgage modifications. The case settled for \$40 million, resulting in significant payments to each class member.

Currently, Linda represents victims of a real estate Ponzi scheme in *Camenisch v. Umpqua Bank*. The case concerns Umpqua's alleged aiding and abetting of a fraudulent investment scheme that caused investors, many of whom are senior citizens, to lose hundreds of millions of dollars.

In addition to prosecuting class actions, Linda also represents individual clients in personal injury cases. She recently achieved a favorable settlement for a student who suffered a traumatic brain injury as a result of peer-on-peer harassment at a Bay Area school. She has also represented individuals who have been harmed by medical professionals and negligent drivers.

Before joining Gibbs Mura, Linda represented workers and retirees in cases concerning employee benefits.

Litigation Highlights

Steven Cooper v. United States of America – represented a veteran of the United States Army who alleged that he received negligent medical care at a VA facility, resulting in a delayed diagnosis of aggressive prostate cancer. The plaintiff alleged that by the time the cancer was discovered and diagnosed, it had become incurable. Linda was part of the trial team that won a \$2.5 million judgment for the plaintiff.

Asokan et. al. v. American General Ins. Co. – part of the litigation team in this insurance and investment fraud case against American General Insurance Co, an AIG subsidiary. Linda represented six plaintiffs who were marketed an investment involving a specialized American General whole life policy that, when purchased through a particular defined benefit plan, would supposedly provide a multitude of tax benefits. Plaintiffs alleged that American General knew but concealed from them that its attorney had advised that these plans no longer complied with the law. Plaintiffs suffered losses as a result of this alleged fraudulent concealment. The case settled for a confidential sum eight days into the jury trial.

Hernandez v. Wells Fargo Bank, N.A. – represented a certified class of more than 1,200 mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million, resulting in significant payments to class members.

Awards & Honors

Northern California Super Lawyers, *Rising Star* (2017-2024)

Professional Affiliations

American Association for Justice
Consumer Attorneys of California

Publications & Presentations

Author, *The Real ID Act: Proposed Amendments for Credibility Determinations*, 11 Hastings Race & Poverty L.J. 321, 2014.



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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California at
Berkeley (Berkeley Law),
J.D., 2014
University of Virginia, B.A.,
2008

Admissions

California

Steve Lopez | Partner

Steve Lopez represents consumers, employees and whistleblowers who have been harmed by corporate misconduct. He has prosecuted a variety of consumer protection cases ranging from false advertising to defective products, as well as complex employment cases involving also involved in the investigation and development of new cases.

He serves on the Board of Directors of Consumer Attorneys of California and was selected from a statewide pool of applicants for the 2015 Diversity Leadership Academy, a prestigious training program aimed to educate the next generation of progressive leaders.

Steve is a 2014 graduate of the University of California, Berkeley School of Law, where he was a Publishing Editor for the California Law Review and an Editor for the Berkeley Journal of Employment and Labor Law. He was also a member of the La Raza Law Students Association and the Legal Aid Society–Employment Law Center’s Berkeley Workers’ Rights Clinic.

Prior to law school, Mr. Lopez performed research for a consulting firm dedicated to improving justice programs. He received his B.A. in economics and international relations from the University of Virginia in 2008.

Litigation Highlights

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC) – Member of the litigation team that represented consumers who alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. The lawsuit resulted in a recall of all 2012-13 Jeep Grand Cherokee and Dodge Durango vehicles, as well as reimbursements for all repair and rental car expenses, and extended vehicle warranties.

In re Hyundai Sonata Engine Litigation- Representing plaintiffs who allege that their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. The Court granted preliminary approval to a comprehensive settlement in June 2016.

Southern California Gas Leak Cases – Member of the litigation team representing residents of communities in or near the Los Angeles suburbs of Porter Ranch who were affected by the Aliso Canyon well rupture and ensuing gas leak, the largest methane leak in U.S. history. The lawsuits seek relief for those who were displaced from their homes, suffered illnesses and injuries, sustained property value losses, or lost business due to the leak.

Smith v. Family Video Movie Club, Inc. – Member of the litigation team representing the interests of hourly retail employees who alleged they were not properly compensated for all wages and overtime earned. The Court recently certified a class.

Awards & Honors

Lawdragon 500 X – The Next Generation (2023-2025)
Northern California Super Lawyers, *Rising Star* (2017-2025)

Professional Affiliations

American Association for Justice
Consumer Attorneys of California, Former Board Member



Rosemary Rivas | Partner

Rosemary has dedicated her legal career to representing consumers in complex class action litigation involving a wide variety of claims, from false advertising and defective products to privacy violations. She is committed to obtaining justice for consumers and has recovered billions of dollars for her clients and the classes they represent.

Rosemary serves in leadership positions in a number of large, complex class action cases and multi-district litigation. In a highly competitive appointment process, the Honorable Charles R. Breyer appointed Rosemary to the Plaintiffs' Steering Committee in the Volkswagen Clean Diesel Litigation, which resulted in a record-breaking settlement totaling more than \$14 billion. The Recorder, a San Francisco legal newspaper, named the lawyers selected by Judge Breyer as a class action "dream team." For her work in the Volkswagen case, Rosemary received the 2018 California Lawyer Attorney of the Year (CLAY) Award, which is given to outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

She has received numerous awards and honors for the quality of her legal work, including the Bay Area Legal Aid Guardian of Justice Award for her achievements in the law and her role in helping direct *cy pres* (remaining settlement) funds to promote equal access to the legal system. She has been recognized as a *Northern California Super Lawyer* since 2019 and was previously named a *Rising Star* by Super Lawyers Magazine. Rosemary is currently a Lawyer Representative for the Northern District of California and to the Ninth Circuit Judicial Conference.

Rosemary is a fluent Spanish-speaker and previously served on the Board and as Diversity Director of the Barristers Club of the San Francisco Bar Association. She frequently presents at legal conferences on developments in consumer protection and class action litigation.

Litigation Highlights

Porsche Gasoline Litigation – As part of the Plaintiffs' Steering Committee and as Class Counsel, Rosemary represented consumers alleging that Porsche engaged in practices that skewed emissions and fuel economy test results for certain Porsche vehicles. The Honorable Charles R. Breyer granted final approval of a proposed nationwide class action settlement providing a non-reversionary common fund of \$80 million.

Lash Boost Cases – As Class Counsel, Rosemary Rivas represented consumers who alleged that Rodan + Fields failed to disclose material information relating to its Lash Boost product, namely, the potential side effects and risks of adverse reactions presented by the ingredient Isopropyl Cloprostenate. The Honorable Ethan Schulman granted final approval of a proposed nationwide class action settlement providing a non-reversion common fund of \$30 million in cash and \$8 million in credits.

In re: Apple Inc. Device Performance Litigation – The Honorable Edward J. Davila appointed Rosemary to the Plaintiffs' Executive Committee in this nationwide class action alleging that Apple intentionally slowed down consumers' iPhones. The case settled for \$310 million.

In re: Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation – Rosemary represented consumers alleging that Hill's sold dog food with excessive Vitamin D that was harmful to pets. Chief Judge Julie A. Robinson granted final approval of a nationwide class action settlement providing for a common fund of \$12.5 million.

Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyers (2025)

Top Women Lawyers in California, *Daily Journal* (2024)

Northern California Super Lawyer (2019-2025)

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2018)

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Practice Emphasis

Class Actions
Consumer Protection

Education

University of California College
of the Law, San Francisco,
J.D., 2000

San Francisco State
University, B.A., 1997

Admissions

California

Rising Star, *Northern California Super Lawyers* (2009-2011)
Guardian of Justice Award, *Bay Area Legal Aid* (2015)

Professional Affiliations

American Association for Justice- Class Action Litigation Group
Consumer Attorneys of California
Law360- Consumer Protection, Editorial Advisory Board Member
Lawyer Representative for the Northern District of California and to the Ninth Circuit
Judicial Conference
National Civil Justice Institute- Fellow
Public Justice- Class Action Preservation Project

Publications and Presentations

Presenter, “Current Trends in Consumer Class Actions,” Class of Our Own: Litigating Women’s Summit, May 2023.

Presenter, “Consumer Class Actions,” Western Alliance Bank Class Action Law Forum, 2021 and 2022.

Presenter, “Nationwide Settlement Classes: The Impact of the Hyundai/ Kia Litigation,” National Consumer Law Center’s Consumer Rights Litigation Conference and Class Action Symposium, 2018.

Presenter, “One Class or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements,” 5th Annual Western CLE Program on Class Actions and Mass Torts, 2018.

Presenter, “The Right Approach to Effective Claims,” Beard Group- Class Action Money & Ethics, 2018.

Presenter, “False Advertising Class Actions: A Practitioner’s Guide to Class Certification, Damages and Trial,” The Bar Association of San Francisco, 2017.



Dave Stein | Partner

Dave Stein represents clients in federal and state cases nationwide, ranging from securities and financial fraud class actions, to product liability, privacy, and data breach suits. Courts have appointed Dave as lead counsel in a number of these cases and he has been praised by *Law360* as a tenacious litigator with a “reputation as one of the best consumer advocates around.”

The *Daily Journal* recognized Dave as one of the Top 40 attorneys in the state of California under the age of 40, and he was also honored in *Law360*'s nationwide list of “Top Class Action Attorneys Under 40.” For the last seven years, he has been rated by his colleagues as a Northern California Super Lawyers Rising Star.

Dave is frequently called upon to discuss emerging issues in complex litigation. He currently serves on *Law360*'s Product Liability Editorial Advisory Board, advising on emerging trends impacting product liability cases.

Before entering private practice, Dave served as judicial law clerk to U.S. District Court Judge Keith Starrett and U.S. Magistrate Judge Karen L. Hayes.

Reputation and Recognition by the Courts

Dave has built a reputation for the quality of his representation and tenacious advocacy on behalf of the clients and classes he represents:

“[T]his is an extraordinarily complex case and an extraordinarily creative solution... I [want to] thank you and compliment you gentlemen. It's been a real pleasure to work with you.”

- Hon. D. Carter, *Glenn v. Hyundai Motor America* (C.D. Cal.)

“You made it very easy to deal with this case and clearly your years of expertise have carried the day here. Nice work. Thank you.”

- Hon. M. Watson, *In re Am. Honda Motor CR-V Vibration Litig.* (S.D. Ohio)

“Exceedingly well argued on both sides. Sometimes people really know their stuff on both sides which is what happened today so thank you.”

- Hon. J. Tigar, *In re General Motors CP4 Fuel Pump Litig.* (N.D. Cal.)

Litigation Highlights

Todd Benjamin International, Ltd. v. Grant Thornton International, No. 1:20-cv-21808-RNS (S.D. Fla.) – Class counsel for investors in TCA Global Credit Master Fund L.P. and its feeder funds. The investors alleged that the funds’ management inflated assets and earnings, and that the funds’ auditors knew about the overstatement but failed to take appropriate action. After multiple years of litigation, Gibbs Mura helped secure settlements of \$26.5 million for investors. At the hearing granting final approval on May 20, 2025, Judge Scola thanked counsel for their “excellent work in the case.”

In re: Peregrine PFG Best Customer Accounts Litigation – Represented investors in a lawsuit against U.S. Bank and JPMorgan Chase arising from the collapse of Peregrine Financial Group, Inc. The former Peregrine customers were seeking to recover the millions of dollars that was stolen from them out of segregated funds accounts. Plaintiffs’ efforts led to settlements with JPMorgan Chase and U.S. Bank worth over \$75 million.

Deora v. NantHealth – Lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company’s initial public offering in 2016. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

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Practice Emphasis

Class Actions
Consumer Protection
Financial Fraud
Securities Litigation

Education

Emory University School of
Law, J.D., 2007
University of California at
Santa Barbara, B.A., 2003

Admissions

California

LLE One v. Facebook – Represented small businesses who alleged that Facebook overstated, for over a year, how long users were watching video ads on Facebook’s platform. After years of litigation, the federal court approved a \$40 million settlement for the class.

Paeste v. Government of Guam – Secured a judgment against the Government of Guam and several of its highest-ranking officials in a suit involving the government’s unlawful administration of income tax refunds. Mr. Stein defended the judgment in an oral argument before the U.S. Court of Appeals for the Ninth Circuit, leading to a complete victory for the taxpayers in the published decision, *Paeste v. Government of Guam*, 798 F.3d 1228 (9th Cir. 2015)

Edwards v. Ford Motor Co. – In a class action alleging that Ford sold vehicles despite a known safety defect, Mr. Stein twice argued plaintiff’s position before the U.S. Court of Appeals for the Ninth Circuit. In the first appeal, Mr. Stein succeeded in obtaining a reversal of the trial court’s denial of class certification. In the second, plaintiff again prevailed, with the Ninth Circuit affirming the conclusion that the lawsuit had driven Ford to offer free repairs, reimbursements, and extended warranties to the class.

In re: Hyundai Sonata Engine Litigation – Mr. Stein served as court-appointed co-lead counsel in this nationwide suit involving engine seizures at high speeds. The litigation led to a settlement that included nationwide vehicle recalls, extended warranties, and payments that averaged over three thousand dollars per class member.

Browne v. American Honda Motor Co., Inc. – Represented consumers who alleged that 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. A settlement ensued worth approximately \$25 million, with hundreds of thousands of class members electing to participate.

Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyers (2025)

Northern California Super Lawyer (2021, 2023-2025); Rising Star (2013-2020)

“2017 Top 40 Under 40,” *Daily Journal*

Top Class Action Attorneys Under 40, *Law360* Rising Stars (2017)

Professional Affiliations

American Association for Justice

Selected Publications & Presentations

Moderator, “A View from the Bench II: Judicial Insights on Managing Complex Litigation and the Pandemic’s Lasting Impact,” *ABA Tort Trial & Insurance Practice Section, 2022 Motor Vehicle Product Liability Litigation Conference*, April 2022.

Presenter, “Class Damages,” *AAJ Class Action Litigation Group*, June 2020.

Co-Author, “Recent Decision Highlights the Importance of Early Discovery in Arbitration,” *Daily Journal*, May 2019.

Presenter, “Article III Standing in Data Breach Litigation,” AAJ Class Action Seminar, December 2018.

Presenter, “Determining Damages in Class Actions,” *Class Action Mastery Conference*, HB Litigation, May 2018.

Presenter, “Mass Torts and Class Actions: The Latest and Greatest, Update on Class Action Standing” *56th Annual Consumer Attorneys of California Convention*, November 2017.

Author, Third Circuit Crystallizes Post-Spokeo Standard, *Impact Fund Practitioner Blog*, July 2017.



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Practice Emphasis

Class Actions
Employment Litigation

Education

University of California,
Berkeley School of Law, J.D.,
magna cum laude, 1996.
Yale University, B.A., *summa
cum laude*, *Phi Beta Kappa*.

Admissions

California

Steven Tindall | Partner

Steven Tindall represents employees seeking fair pay and just treatment in individual, representative, and class action lawsuits against employers. His cases involve allegations of misclassification, discrimination, sexual harassment, wrongful termination, retaliation, WARN Act, and ERISA violations. He has 25 years of experience representing employees in a variety of industries, including tech, gig economy, financial services, construction, transportation, and private education. Steven also represents consumers in class action litigation and individuals in mass tort personal injury lawsuits. He has been honored twice with the Daily Journal's California Lawyer Attorney of the Year ("CLAY") award: in 2023 for his involvement and success at trial against the City of San Diego on behalf of single-family residential customers challenging San Diego's unconstitutional water rates, and in 2019 for his work litigating before the California Supreme Court on behalf of low-income borrowers challenging CashCall's lending practices.

Steven clerked for Hon. Judith N. Keep of the United States District Court for the Southern District of California and for Hon. Claudia Wilken of the U.S. District Court for the Northern District of California. Prior to joining Gibbs Mura, he was a partner at Rukin Hyland Doria & Tindall, and at Lief Cabraser Heimann & Bernstein. At Rukin Hyland and Lief Cabraser, he focused on plaintiffs' class action litigation in the fields of wage and hour and other employment law, antitrust, and consumer protection. Steven also litigated multiple mass tort personal injury and toxic tort cases.

Steven received his B.A. degree in English Literature from Yale University, graduating *summa cum laude*, Phi Beta Kappa, and with distinction in his major. He earned his J.D. degree from the University of California at Berkeley School of Law in 1996. While at Berkeley Law, Steven co-directed the East Bay Workers' Rights Clinic.

Litigation Highlights

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Steven was instrumental in challenging San Diego's asserted justifications for its unconstitutional water rates. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

Breach of Contract – As co-lead counsel, Steven helped recover over \$29 million on behalf of hundreds of employees in a class action lawsuit involving breach of contract claims against a global consulting company.

Retirement Benefits – Represented retirees whose retirement benefits were slashed after a corporate spinoff. The litigation resulted in a \$9 million recovery paid out to class members.

Gig Economy – Represents thousands of individual clients in multiple gig economy cases alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws.

Consumer Loans – Represents over 100,000 borrowers in a certified class action lawsuit against online lender, CashCall, alleging that they preyed on low-income borrowers through high-interest-rate loans. Steven was part of the litigation team that achieved a ruling from the Trial Court awarding \$245 million in restitution for class members, which defendant may appeal. Previously, Steven had helped achieve a unanimous ruling from the CA Supreme Court regarding the possible unconscionability of the loan contracts involved in the case.

Awards & Honors

Best Lawyers in America, Employment Law – Individuals (2026)
California Lawyer Attorney of the Year (CLAY) Award (2023, 2019)
Northern California Super Lawyers (2009-2025)

Publications & Presentations

Presenter, “When to Consider a Mass Arbitration, What to Expect and How to Reach a Successful Conclusion,” California Employment Lawyers Association (CELA) Advanced Wage & Hour Seminar, April 25, 2025.

Presenter and Panelist, “Arbitrating Wage and Hour Cases from Start to Finish,” California Employment Lawyers Association (CELA) Annual Conference, September 30, 2023.

Co-Author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 24, 2020.

Presenter, “Damages & Penalties in Exemption and Misclassification Cases,” Bridgeport Independent Contractor, Joint Employment Misclassification Litigation Conference, July 26, 2019.

Contributor, “Can Interest Rates be Unconscionable?” Daily Journal Appellate Report Podcast, July 6, 2018.

Co-Author, “Epic Systems and the Erosion of Federal Class Actions,” Law360 Expert Analysis, July 5, 2018.

Co-Author, “Senate Should Reject Choice Act and Its Payday Free Pass,” Law360 Expert Analysis, July 12, 2017.

Presenter, “Understanding and Litigating PAGA Claims,” Bridgeport Continuing Legal Education, March 3, 2017.

Contributing Author, California Class Actions Practice and Procedure, Matthew Bender & Co., Inc., 2006

Author, *Do as She Does, Not as She Says: The Shortcomings of Justice O’Connor’s Direct Evidence Requirement in Price Waterhouse v. Hopkins*, Berkeley Journal of Employment and Labor Law, 17, No. 2, 1996.



Amy Zeman | Partner

Amy has built a reputation in the plaintiffs' bar for delivering results and justice to consumers and sexual assault survivors in class action and mass tort litigation. She secured a \$73 million settlement from UCLA on behalf of sexual assault survivors who brought claims against gynecologist Dr. James Heaps and achieved an historic \$14.975 million dollar jury verdict as co-lead trial counsel on behalf of Pacific Fertility Center patients whose genetic material was destroyed in a catastrophic cryo-preservation tank failure. Media throughout the country have hailed the verdict as groundbreaking, and the Washington Post noted it as "a historic verdict that could have far-reaching consequences for the loosely regulated U.S. fertility industry."

The Daily Journal recognized Amy among the Top Women Lawyers in California for 2023, and Northern California Super Lawyers named her a 2024 Super Lawyer. Amy has previously served in leadership roles for the American Association for Justice's Class Action and Qui Tam Litigation Groups.

Amy is currently litigating a class action on behalf of investors who lost their savings as a result of a multi-decade Ponzi scheme the investors allege was aided and abetted by Umpqua Bank. The certified class action is scheduled for trial in September 2024. Amy also represents consumers whose Honda vehicles are subject to dangerous unintentional braking. Amy has previously litigated successful class actions on behalf of Nissan Altima owners, Ducati motorcyclists, Chase Bank credit card holders, Helzberg Diamonds customers, and many more.

Amy currently represents clients in a variety of mass injury matters, including service members injured by 3M's Combat Arms earplugs and individuals harmed by the chemotherapy drug Taxotere (docetaxel). Amy has previously represented clients injured by transvaginal mesh, the birth control medications Yaz and Yasmin, the diabetes drug Actos, and the antipsychotic medication Risperdal.

Amy is also a member of our California whistleblower attorney practice group, representing qui tam whistleblowers alleging false claims against the government in the medical industry. Amy currently represents a relator who was the first to file particular whistleblower allegations in 2013 that Kaiser Permanente was overcharging Medicare through improper diagnostic coding; the case was unsealed upon intervention by the federal government in 2021.

Prior to attending law school, Amy pursued a career in the financial sector, acting as the Accounting and Compliance Manager for the Marin County Federal Credit Union for almost seven years. Amy was a spring 2010 extern for the Honorable Marilyn Hall Patel of the United States District Court, Northern District of California.

Litigation Highlights

Mass Tort Litigation

Pacific Fertility Center Litigation – Amy served as co-lead trial counsel in a three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco's Pacific Fertility Center in 2018. The jury found the cryogenic tank manufacturer, Chart Inc., liable on all claims, and awarded \$14.975 million in aggregate damages to the five plaintiffs. Amy led the Gibbs Mura team, which first filed the lawsuit in March 2018 with co-counsel, and represented dozens of PFC patients whose frozen eggs and embryos were harmed or destroyed as a result of the tank failure. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

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Practice Emphasis

Class Actions
Consumer Protection
Mass Personal Injury
Whistleblower/ Qui Tam

Education

University of California
College of the Law, San
Francisco, J.D., *magna cum
laude*, 2010.
University of Missouri, B.A.,
summa cum laude, 1998.

Admissions

California
Florida

In re Risperdal and Invega Product Liability Cases – appointed by a California judge to serve as liaison counsel, responsible for coordinating and overseeing the lawsuits filed on behalf of thousands of male children who took the popular antipsychotic drug Risperdal and suffered irreversible gynecomastia, or male breast growth.

Taxotere (Docetaxel) Products Liability Litigation – selected to serve on the discovery committee in this multi-district litigation on behalf of breast cancer survivors who suffered permanent, disfiguring hair loss after using the Taxotere chemotherapy drug.

Yaz & Yasmin Birth Control Litigation – represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

Defective Product and Consumer Protection Litigation

Sanborn, et al. v. Nissan North America, Inc. – appointed as class counsel with Eric Gibbs and others. Obtained a settlement 11 days before trial was set to begin on claims that the dashboards in certain Nissan vehicles were melting into a shiny, sticky surface that produced a dangerous glare. The settlement allowed class members to obtain a \$1500-\$2000 dashboard replacement for just \$250, or equivalent reimbursement for prior replacements.

Chase Bank U.S.A., N.A. “Check Loan” Contract Litigation – key member of the litigation team in this multidistrict case alleging that Chase Bank wronged consumers by offering long-term fixed-rate loans, only to later more-than-double the required loan payments. The litigation resulted in a \$100 million settlement eight weeks prior to trial.

Sugarman v. Ducati North America, Inc., - represented Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles’ fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, “The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court’s opinion, counsel obtained an excellent result for the class.”

Awards & Honors

Lawdragon 500 Leading Plaintiff Financial Lawyers (2025)
Lawdragon 500 Leading Plaintiff Consumer Lawyers (2023-2025)
Top Women Lawyers in California, Daily Journal (2023, 2021)
Winning Litigators Finalist, National Law Journal (2021)
Product Liability MVP, Law360 (2021)
Top Plaintiff Lawyers in California, Daily Journal (2021)
Northern California Super Lawyer (2021-2025); Rising Star (2013-2020)

Professional Affiliations

American Association for Justice - Co-Vice Chair of the Class Action Litigation Group; Past Co-Chair of the Qui Tam Litigation Group; Member of the Women Trial Lawyers Caucus Consumer Attorneys of California

Select Publications & Presentations

Presenter, “Fighting the Sealing of Settlements,” AAJ Annual Convention, July 2023.

Presenter, “Trial Skills Workshop: Strategies for Cross Examination,” CAOC Sonoma Seminar, March 2023.

Presenter, “Fees in Class Action Cases,” and “Qui Tam Case Strategies,” Mass Tort Med School and Class Action Conference, March 2017.

Presenter, “Claims-processing in Large and Mass-Tort MDLs,” Emerging Issues in Mass-Tort MDLs Conference, Duke University, October 2016.



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Practice Emphasis

Antitrust
Class Actions
Consumer Protection

Education

UCLA School of Law, J.D.,
2000
University of Pennsylvania,
B.A., *with honors*, 1996

Admissions

California

Josh Bloomfield | Counsel

Josh Bloomfield represents plaintiffs in class and other complex litigation, with particular experience in antitrust, consumer protection and data breach matters. He is a member of the California Bar and is admitted to practice before the United States District Courts for the Northern, Central and Southern Districts of California.

At Gibbs Mura, Josh has been an advocate for borrowers who lost their homes to foreclosure during the financial crisis, individuals harmed by corporate misconduct related to the COVID-19 pandemic, and consumers and employees who have suffered the consequences of antitrust conspiracies.

During more than 20 years of practice, Josh has represented clients in a variety of civil, criminal and administrative matters - from a distinguished professor of aeronautics and astronautics in a National Science Foundation research misconduct investigation, to several Major League Baseball teams in player arbitrations. Josh also served as vice president and general counsel to an innovative business venture in the second-home alternative marketplace, offering investors direct participation in ownership of a portfolio of luxury vacation properties.

Litigation Highlights

Hernandez v. Wells Fargo Bank, N.A. – Represents a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million, resulting in significant compensation payments to each class member.

Disposable Contact Lens Antitrust Litigation – Represents a class of consumers in the Disposable Contact Lens Antitrust Litigation, which challenges a series of “minimum pricing” policies imposed by contact lens manufacturers. The suit alleges that consumers paid supracompetitive prices as a result of a conspiracy among optometrists, manufacturers and a distributor of disposable contact lenses.

In re Anthem, Inc. Data Breach Privacy Litigation – Represented interests of plaintiffs and putative class members following massive data breach of approximately 80 million personal records, including names, dates of birth, Social Security numbers, health care ID numbers, email and physical addresses, employment information, and income data.

Jiffy Lube Antitrust Litigation – Represents Jiffy Lube workers who were harmed by a “no-poach” policy whereby Jiffy Lube required its franchisees to agree not to solicit or hire current or former employees of other franchisees. The suit alleges that workers’ wages were suppressed by this restraint on the market for their labor.

Airbnb Host Class Action Lawsuit – Represents Airbnb hosts – in federal court and in individual arbitrations - who allege that Airbnb took advantage of the COVID-19 pandemic and seized funds that belonged to hosts while claiming that the money would be refunded to guests.



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Education

University of California,
Berkeley Law, J.D., *Order of
the Coif*, 2015

University of California at
Berkeley, B.A., *Phi Beta
Kappa*, 2008

Admissions

California

Aaron Blumenthal | Counsel

Aaron Blumenthal represents employees, whistleblowers, and consumers in complex and class action litigation. He is a member of our California whistleblower attorney practice group.

Aaron attended law school at the University of California at Berkeley, where he graduated *Order of the Coif*, the highest level of distinction. While in law school, Aaron wrote an article about class action waivers that was published by the California Law Review, one of the top law reviews in the country. He also served as a research assistant to Professor Franklin Zimring, who described Aaron in the acknowledgements section of one of his books as a “statistical jack-of-all-trades.”

Litigation Highlights

In Re Anthem, Inc. Data Breach Litigation – represented consumers whose personal information was impacted by the Anthem data breach, which was announced in 2015 as affecting nearly 80 million insurance customers. The case resulted in a \$115 million settlement, which offered extended credit monitoring to affected consumers.

LLE One v. Facebook – key member of the litigation team representing video advertisers in a putative class action against Facebook alleging that the company inflated its metrics for the average time users spent watching video ads, causing the plaintiffs to spend more for video advertising on Facebook than they otherwise would have.

JPMorgan Chase Litigation – represented a class of mortgage borrowers against JPMorgan Chase, alleging that the bank charged them invalid “post-payment interest” when they paid off their loans. The case resulted in an \$11 million settlement.

Awards & Honors

Rising Star, Northern California Super Lawyers, 2018-2025

Presentations and Articles

Presenter, “Impact of the Viking River Cruises Ruling on PAGA and Mass Arbitrations,” Simpluris Podcast, October 2022

Author, “Why Justices’ PAGA Ruling May Not Be Real Win For Cos.,” Law360 Employment Authority, July 2022

Co-author, “DoorDash: Quick Food, Slow Justice,” Daily Journal, March 2020

Co-author, “In the Breach,” Trial Magazine, American Association for Justice, September 2017

Author, “Winning Strategies in Privacy and Data Security Class Actions: The Plaintiffs’ Perspective,” Berkeley Center for Law & Technology, January 2017

Author, “Circumventing Concepcion: Conceptualizing Innovative Strategies to Ensure the Enforcement of Consumer Protection Laws in the Age of the Inviolable Class Action Waiver,” 103 Calif. L. Review 699, 2015

Author, “Religiosity and Same-Sex Marriage in the United States and Europe,” 32 Berkeley J. Int’l. L. 195, 2014.



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Education

Duke University School of Law, J.D., 2017

Iowa State University, B.A., 2014

Admissions

California

District of Columbia

Spencer Hughes | Counsel

Spencer represents consumers against corporations in all stages of litigation. He practices in complex class actions involving consumer protection violations and corporate wrongdoing. Spencer is experienced in state and federal courts in both trial-level and appellate litigation, frequently briefing and arguing novel questions of law across the country.

Before joining Gibbs Mura, Spencer practiced at a plaintiffs' class action boutique and one of the largest defense firms in the country. He has represented a U.S. Senator in the Supreme Court, victims of cryptocurrency fraud and Ponzi schemes, university students misled by systemic fraud in prominent college rankings, and more.

Spencer clerked for the Honorable Gerald Bard Tjoflat on the U.S. Court of Appeals for the Eleventh Circuit. He graduated from Duke University School of Law and Iowa State University. At Duke, Spencer was an editor for the Duke Law Journal. At Iowa State, Spencer was student body president.

Litigation Highlights

Murthy v. Missouri – represented United States Senator as amicus curiae to the Supreme Court of the United States, arguing to protect the U.S. intelligence community's ability to counter foreign malign influence in our elections.

Bielski v. Coinbase, Inc. – represented consumers in district court, appellate, and Supreme Court litigation against cryptocurrency exchange, bringing novel claims under federal statutory protections for financial fraud victims.

Awards & Honors

Rising Star, Virginia Super Lawyers, 2023-2024

Presentations and Articles

Co-author, "Tools To Fight Delay From Arbitrability Appeals After Coinbase," Law360, August 2023



Parker Hutchinson | Counsel

Parker Hutchinson represents plaintiffs in class actions and other complex litigation, with extensive practice in the field of prescription drug product liability. Parker currently represents clients in multi district litigation including servicemembers who suffered hearing loss or tinnitus from defective 3M ear plugs and cancer survivors who suffered permanent disfiguring hair loss from the chemotherapy drug Taxotere. Prior to joining Gibbs Mura, Parker wrote extensive briefing *In re Taxotere* as a member of the Plaintiffs' Law & Briefing Committee. In his appellate advocacy work, Parker has also achieved an expansion of the definition of "adverse employment action" under Title VII in an issue of first impression.

Parker is a 2009 graduate of Columbia Law School, where he was a leader at the Columbia Journal of European Law. During law school, Parker was a judicial extern with the Honorable Stanwood Duval, Jr. of the Eastern District of Louisiana. Before law school, Parker worked as a congressional staffer, a musician, and a writer. He involved himself closely in New Orleans's recovery following Hurricane Katrina, including the resurrection of progressive community radio station WTUL. He received his undergraduate degree, *cum laude*, from Tulane University in 2004.

Professional Affiliations

American Association for Justice
Louisiana State Bar Association
National Civil Justice Institute

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Education

Columbia Law School, J.D.,
2009

Tulane University, B.A., *cum laude*, 2004

Admissions

New York
Louisiana



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Education

George Washington
University School of Law,
J.D., 2012

Webster University, M.A.,
2007

Missouri State University,
B.A., *magna cum laude*, 2005

Admissions

District of Columbia
Missouri
Virginia

Brian Johnson | Counsel

Brian is passionate about holding businesses accountable when they mislead or abuse consumers, because everyone is a consumer, and enforcing consumer rights protects us all. Brian represents consumers in a wide range of consumer protection class actions, including false advertising, data breach, and product liability and warranty claim class actions. He brings to bear extensive state court consumer protection law experience which is essential to addressing emergent statutory rights and injury-in-fact Article III standing requirement issues.

Prior to joining Gibbs Mura, Brian focused his practice on consumer protection in D.C. at a leading plaintiff-side firm. Previously, he represented consumers in Missouri in financial lawsuits involving the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the Telephone Consumer Protection Act. Following law school, Brian served as a Law Clerk for the Honorable Margaret L. Sauer and the Honorable Janette K. Rodecap, 16th Circuit Court of Jackson County, Missouri.

Brian has also worked with the Heartland Center for Jobs & Freedom, a non-profit advocacy organization focused on helping low-wage workers. He assisted the organization in expanding its advocacy efforts in consumer rights and tenant rights.

Brian is a graduate of Missouri State University, where he received a dual B.A., *magna cum laude*, in History and German in 2005. Brian earned his J.D. from the George Washington University Law School in 2012. Brian also studied at Webster University in Vienna, Austria, earning a M.A. in International Relations in 2007.

Awards & Honors

Best Lawyers in America: Ones to Watch (2026)
Washington, DC Super Lawyers, *Rising Star* (2017-2020, 2023)



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Practice Emphasis

Class Actions
Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
1998
Wright State University, M.A.,
1995
The College of Wooster, B.A.,
with honors, 1993

Admissions

Ohio

Shawn Judge | Counsel

Shawn protects consumer rights through complex litigation matters, including class actions and mass torts, and has frequently been appointed to leadership positions and Special Master duties. Shawn is also an experienced mediator offering private mediation services.

Prior to joining Gibbs Mura, Shawn was a member of a class action practice group of a leading Ohio firm. He has served as a judicial clerk for the U.S. District Court for the Southern District of Ohio, the Supreme Court of Ohio, and Ohio's Ninth District Court of Appeals. Shawn received his J.D. with honors from The Ohio State University Moritz College of Law and also holds an M.A. in English from Wright State University.

Complex Litigation

Shawn has served as Special Counsel for the Ohio Attorney General litigating claims against five of the country's largest pharmaceutical companies for their role in the nation's opioid crisis. He currently serves as co-lead counsel in a class action for lessors of a major oil and gas operator and dozens of class actions nationwide against banks and credit unions litigating over their overdraft fee practices.

Special Master

Shawn is a member of the Academy of Court-Appointed Neutrals. He served as the appointed Chair to two federal court pipeline compensation commissions under Federal Rule of Civil Procedure 71.1. Shawn currently serves as Special Master in three federal lawsuits arising from the largest public corruption scandal in Ohio history.

Mediation

Shawn is a leading mediator for those looking to avoid or end costly litigation. He received mediation training at the Harvard Negotiation Institute at Harvard Law School and the Straus Institute for Dispute Resolution at the Pepperdine University School of Law. He mediates civil disputes filed in or heading to federal or state court, excluding domestic relations and juvenile division cases. Shawn offers both in-person and virtual mediation services.

Consultant and Educator

Shawn routinely serves as an invited speaker on civil litigation and mediation. He has also served as an adjunct professor at The Ohio State University Moritz College of Law, Ohio Northern University Pettit College of Law, and Capital University Law School. Shawn is a former Ohio Bar Examiner and was an editorial consultant to the Ohio Judicial Conference's Ohio Jury Instructions Committee for twenty years.

Awards & Honors

Ohio Super Lawyer (2021, 2023-2025)

Professional Affiliations

Co-Chair, Class Actions/Consumer Law, Central Ohio Association for Justice
Ohio Mediation Association
Ohio Association for Justice
National Civil Justice Institute
American Association for Justice
Columbus Bar Association
Ohio State Bar Association
Federal Bar Association
American Bar Association

Litigation Highlights

State of Ohio ex rel. Dave Yost, Ohio Attorney General v. Purdue Pharma L.P.:

Represents the State of Ohio in litigation alleging that the six major manufacturers of prescription opioids created a public nuisance, which caused billions of dollars in damages to the state and its citizens. The litigation is ongoing.

Eaton v. Ascent Resources – Utica, LLC: Represents a class and sub-classes of oil and gas lessors with leases with Ascent Resources – Utica, LLC. Plaintiffs claim that Ascent takes improper post-production deductions from their royalty payments that are either not allowed under their contracts or are unreasonable in amount. On August 4, 2021, the Court granted class certification in the case, which marks one of the first cases of a court certifying an Ohio class action regarding the underpayment of oil and gas royalties. The lawsuit is ongoing.



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Education

Case Western Reserve University, J.D., *cum laude*, 2009

Pennsylvania State University, B.A., 2005

Admissions

New Jersey

New York

Pennsylvania

Daniel Leathers | Counsel

Dan is passionate about his clients and holding corporations accountable for recovering on their behalf in complex medical cases and mass actions, including complex pharmaceutical and medical device multidistrict litigations centralized throughout the country.

Before joining Gibbs Mura, Dan worked at a leading plaintiff-side law firm and helped revise the law in favor of injured persons. In his appellate advocacy work, Dan, in a matter of first impression in front of New York's highest court, helped expand New York's strict medical malpractice statute of limitations to not begin until birth. *B.F. v. Reprod. Med. Assocs. of New York, LLP*, 30 N.Y.3d 608 (N.Y. 2017). Dan also briefed and argued an appeal that resulted in a full reversal of a trial court grant of a motion for summary judgment in a complex medical malpractice matter, allowing his client to vindicate her rights at the trial court. *Hall v. Bolognese*, 210 A.D.3d 958 (NY 2d Dept., 2022).

Prior to joining the private practice of law, Dan clerked for the second judge in the State of New Jersey assigned to the State's mass-tort docket: the Honorable Carol Higbee, a New Jersey Superior Court Civil Division Presiding Judge (since deceased).

Dan completed his J.D., *cum laude*, at Case Western Reserve University School of Law, and he served as the Executive Articles Editor of the Case Western Reserve Journal of International Law. At graduation, Dan received awards for Trial Tactics, Trial Advocacy excellence, and Constitutional Law. His student note on data privacy is published: [Giving Bite to the EU-U.S. Data Privacy Safe Harbor](#), 41 *Case W. Res. J. Int'l L.* 193.

Before law school, Dan worked at the ACLU of the National Capital Area, protecting and advocating for individual constitutional rights.

Dan is admitted to practice in New York, New Jersey, and Pennsylvania.

Awards & Honors

New York Metro *Super Lawyer* (2023-2025)

New York Metro Super Lawyers, *Rising Star* (2013-2017, 2019-2022)

New Jersey Super Lawyers, *Rising Star* (2018)

Professional Affiliations

American Association for Justice

New Jersey Association for Justice

Presentations and Articles

Author, "Giving Bite to the EU-U.S. Data Privacy Safe Harbor," 41 *Case W. Res. J. Int'l L.* 193, 2009.



Rosanne Mah | Counsel

Rosanne Mah represents consumers in complex class action litigation involving deceptive or misleading practices, false advertising, and defective products. She is a member of the California Bar and is admitted to practice before the United States Court of Appeals for the Ninth Circuit and the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California.

Rosanne is integrally involved in the discovery and client outreach process for the Boy Scouts of America Lawsuits, where she represents sexual abuse survivors who were abused by leaders and other affiliates within the organization. She is also involved in communicating with class members and clients for the Midwestern Pet Food lawsuit alleging that over 70 dogs have died after eating food contaminated with dangerous levels of aflatoxin, a mold toxin, which settled for \$6.75 million and received final approval.

Rosanne has 17 years of experience in providing the highest level of legal representation to individuals and businesses in a wide variety of cases. Throughout her career she has specialized in consumer protection, defective products, cybersecurity, data privacy, and employment law at several law firms, all while running her own practice. Rosanne attended the University of San Francisco, School of Law, during which she was a judicial extern with the Honorable Anne Bouliane of the San Francisco Superior Court.

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Practice Emphasis

Class Actions

Consumer Protection

Education

University of San Francisco
School of Law, J.D., 2005

University of California at
Santa Cruz, B.A., 1995

Admissions

California



Karen Barth Menzies | Of Counsel

Karen is a nationally recognized mass tort attorney with more than twenty years of experience in federal and state litigation. Courts throughout the country have appointed Karen to serve in leadership positions including Lead Counsel, Liaison Counsel and Plaintiff Steering Committee in some of the largest pharmaceutical and device mass tort cases. Karen currently serves in leadership positions in the Taxotere Litigation (federal court), Zolofit Birth Defect Litigation (federal and California state courts), Transvaginal Mesh Litigation (federal and California state courts), Fosamax Femur Fracture Litigation (California state court), Lexapro/Celexa Birth Defect Litigation (Missouri state court).

Karen is particularly focused on women's health issues and sexual abuse claims, including a current Boy Scouts of America sexual abuse lawsuit investigation involving claims of abuse by scoutmasters, troop leaders and other adults affiliated with the Boy Scouts of America. She also represents women suffering permanent baldness following breast cancer chemotherapy treatments with Taxotere, and children who experienced severe side effects after taking the widely prescribed medication Risperdal. Karen believes in advocating for the victims who've been taken advantage of, and helping to ensure drug safety in the face of profit-driven corporations that hide the risks of their products. She has testified twice before FDA advisory boards as well as the California State Legislature on the safety concerns regarding the SSRI antidepressants and the manufacturers' misconduct. She has also advised victim advocacy groups in their efforts to inform governmental agencies and legislative bodies of harms caused by corporations.

Karen frequently publishes and presents on issues involving drug safety, mass tort litigation, FDA reform and federal preemption for both legal organizations (plaintiff and defense) and medical groups.

Awards & Honors

AV Preeminent® Peer Review Rated by Martindale-Hubbell
Best Lawyers in America, Personal Injury Litigation (2013, 2018, 2021-2023)
Individual Recognition Chambers USA: Product Liability Plaintiffs (2020)
Southern California Super Lawyer (2004-2023)
Lawyer of the Year by *Lawyer's Weekly USA* (2004)
California Lawyer of the Year by *California Lawyer* magazine (2005)
Consumer Attorney of the Year Finalist by CAOC (2006)

Professional Affiliations

American Association for Justice, Co-Chair, Taxotere Litigation Group
Consumer Attorneys of California
Consumer Attorneys of Los Angeles
American Bar Association (appointed member of the Plaintiffs' Task Force)
Women En Mass
The Sedona Conference (WG1, Electronic Document Retention and Production)
The National Trial Lawyers
National Women Trial Lawyers Association
LA County Bar Association
Women Lawyers Association of Los Angeles
Public Justice

Select Publications & Presentations

Author, "Prepping for the Prescriber Deposition," Trial Magazine, American Association for Justice, January 2020.

kbm@classlawgroup.com

Practice Emphasis

Class Actions
Mass Personal Injury

Education

University of California, Davis
King Hall School of Law, J.D.,
1995

Colorado State University,
B.A., 1989

Admissions

California

Presenter, “Deposing the Treating/ Prescribing Physician, Learned Intermediary, the One Potentially Fatal Fact Witness,” American Association for Justice Convention: Discovery and Litigation Strategies for Drug and Device Cases, February 2019.

Presenter, “A Funny Thing Did Happen on the Way to the Forum: Navigating the New Landscape of Personal Jurisdiction Challenges,” ABA Section of Litigation 2019 Environmental & Energy, Mass Torts, and Products Liability Litigation Committees’ Joint CLE Seminar, March 2018.

Presenter, “Federal and State Court Coordination of Mass Tort Litigation: Navigating State Court vs. Multidistrict Litigation, Mass Torts Made Perfect Conference, October 2018.

Presenter, “Taxotere Litigation: Federal MDL 2740, New Orleans and State Court Jurisdictions, Mass Torts Made Perfect Conference, October 2018.

Presenter, “505(b)(2) Defendants – The Non-Generic Alternative; Social Media and Support Groups; Settlement Committees,” AAJ Section on Torts, Environmental and Product Liability (STEP): On the Cutting Edge of Torts Litigation, July 2018.

Presenter, “Location, Location, Location Part II: State Court Consolidations,” AAJ Mass Torts Best Practices Seminar, July 2017.

Presenter, “Personal Jurisdiction in Mass Torts and Class Actions: Bristol-Myers Squibb Co. v. Superior Court (Cal. 2016),” Mass Torts Judicial Forum with Judge Corodemus and JAMS, April 2017.

Author, “Bringing the Remote Office Closer,” Trial Magazine, American Association for Justice, March 2017.



Ashleigh Musser | Counsel

Ashleigh represents consumers and employees in class actions and mass arbitration involving consumer protection and employment law. She litigates complex cases involving misclassification, discrimination, and wage and hour claims brought under state law, including under the Private Attorneys General Act (PAGA). She currently represents thousands of gig economy workers in legal actions alleging that they were misclassified as independent contractors and should be entitled to minimum wage, overtime pay, and expense reimbursement under California and other state labor laws. Ashleigh is a proficient Spanish speaker and has experience representing and working with Spanish-speaking clients.

Ashleigh previously worked at a litigation firm in San Francisco, representing clients in criminal and civil proceedings, with an emphasis in personal injury, real estate, and wrongful death claims. More recently, she counseled and represented plaintiffs in individual and representative labor and employment matters at a boutique law firm in San Francisco. She has extensive experience protecting the rights of employees in cases involving California Labor Code violations, California Family Rights Act violations, and violations of the California Fair Employment and Housing Act, which includes representing plaintiffs with sexual harassment, disability and pregnancy discrimination, and retaliation claims.

Ashleigh is a 2014 graduate of Seattle University School of Law, where she served as the treasurer of the Moot Court Board, and as a chair of the International Law Society. During her time in law school, Ashleigh externed at the AIDS Legal Referral Panel of San Francisco, and subsequently volunteered as a licensed lawyer, where she represented clients facing eviction, and researched issues including the impact lump sum payments have on Section 8, the Housing Choice Voucher Program. As a law student, Ashleigh studied abroad at the University of Witwatersrand in Johannesburg, South Africa, focusing on how businesses adversely impact human rights, primarily in African countries. Ashleigh further diversified her legal experience by becoming a licensed to practice intern in Washington State, allowing her to practice law as a law student for the City Prosecutor's Office. In this role, she had to balance defending the City with the rights of the individuals that came before her in court.

Awards & Honors

Rising Star, Northern California Super Lawyers (2021-2025)

Professional Affiliations

California Employment Lawyers Association
San Francisco Trial Lawyers Association

Presentations and Articles

Author, "The Estrada decision on review: What to do with "unmanageable" PAGA claims?"
Daily Journal, July 2022

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Education

Seattle University School of Law, J.D., 2014
Bates College, B.A., 2010

Admissions

California



Mark Troutman | Counsel

Mark Troutman is dedicated to vindicating the rights of consumers against corporate misdeeds. He has led class action efforts on behalf of plaintiffs across the country, battling some of the world's largest and most sophisticated companies.

Mark has been appointed to leadership roles in many of his complex litigation cases. Mark served as Special Counsel for the Ohio Attorney General in bringing claims against five of the country's largest pharmaceutical companies alleging misrepresentations and deceptive marketing that have caused the nation's current devastating opioid crisis.

As lead counsel in a consumer class action against Porsche, Mark achieved a \$45 million settlement for the class. Previously, Mark has been lead counsel in a consumer class action against a fitness chain, and co-lead counsel in a class action claiming improper deductions from royalty payments to lessors of a major oil and gas operator.

Before joining Gibbs Mura, Mark co-led the class action practice group of a leading Ohio firm. Mark has been honored by Ohio Super Lawyers and as a top plaintiff-side Class Action Litigator by the Best Lawyers in America. He co-authored the leading guide on Ohio Consumer Law for more than 10 years, and he continues to help advance the Ohio plaintiffs bar as a member of the Ohio Association for Justice.

Awards & Honors

Best Lawyers in America for Mass Tort Litigation/Class Action-Plaintiffs
American Association for Justice Roxanne Barton Conlin Certificate of Recognition, 2024
American Association for Justice Leadership Academy, Class of 2024
Super Lawyer, Ohio Super Lawyers, 2025
Rising Star, Ohio Super Lawyers, 2012-2018

Professional Affiliations

Central Ohio Association for Justice, Vice President and Class Actions/Consumer Law Co-Chair
American Association for Justice, Class Action Litigation Section, Past-Chair
American Association for Justice, Evergreen Committee Co-Chair and Member, Convention Planning Committee, International Relations Committee, Judiciary Committee, National Finance Committee, Political Action Committee, and Section and Litigation Group Coordination Committee
Ohio Association for Justice, AAJ Delegate and Trustee
Ohio State Bar Association
Columbus Bar Association
Columbus Bar Foundation
Public Justice Foundation

Litigation Highlights

State of Ohio ex rel. Dave Yost, Ohio Attorney General v. Purdue Pharma L.P.:

Represents the State of Ohio in litigation alleging that the six major manufacturers of prescription opioids created a public nuisance, which caused billions of dollars in damages to the state and its citizens. The litigation is ongoing.

In re Porsche Cars North America, Inc. Coolant Tubes Product Liability Litigation:

Represented a class of nearly 50,000 Porsche Cayenne vehicle owners alleging that Porsche defectively designed its 2003-2010 model year vehicles with plastic coolant tubes, which due to their positioning, would prematurely wear them down from the vehicle's heat and require costly repairs. The settlement compensated class members for a significant portion of the repair costs, with an estimated settlement value of more than \$40 million.

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Practice Emphasis

Class Actions
Consumer Protection

Education

The Ohio State University
Moritz College of Law, J.D.,
2003
The Ohio State University,
B.A., *summa cum laude*,
2000

Admissions

Ohio

Gascho v. Global Fitness Holdings: Represented a class and sub-classes of current and former gym members alleging that the Urban Active gym chain took excessive and/or unauthorized fees from gym members, which were not included in class members' contracts or in violation of state law. The settlement reimbursed class members for the improper charges to their accounts.

Eaton v. Ascent Resources – Utica, LLC: Represents a class and sub-classes of oil and gas lessors with leases with Ascent Resources – Utica, LLC. Plaintiffs claim that Ascent takes improper post-production deductions from their royalty payments that are either not allowed under their contracts or are unreasonable in amount. On August 4, 2021, the Court granted class certification in the case, which marks one of the first cases of a court certifying an Ohio class action regarding the underpayment of oil and gas royalties. The lawsuit is ongoing.



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Education

Texas A&M University
School of Law, J.D., 2016
Colorado Technical
University, B.S., *with honors*

Admissions

Texas

Brian Bailey | Associate

Brian represents clients harmed by corporate misconduct in complex litigation including employment discrimination, personal injury, and consumer protection cases. He represents employees and consumers in our cases against Honda, IBM, Amazon, and PG&E. Brian was an integral member of the team that secured \$1.5 billion in compensation for over 6,000 survivors of utility-caused wildfires in Northern California, and he currently represents survivors of the Eaton Fire in Los Angeles.

Prior to joining the firm, Brian worked at the Federal Labor Relations Authority in Dallas, Texas where he conducted investigations on federal unfair labor practices and coordinated federal union elections. Previously, Brian represented a high volume of disabled individuals in administrative hearings.

Brian is a 2016 graduate of Texas A&M University School of Law, where he served as the president of the TAMU Black Law Student Association. During law school, he interned for the Honorable Justice Ken Molberg when he was District Judge at the 95th Texas Civil District Court and served as a research assistant for Professors Michael Z. Green and Sahar Aziz. Prior to law school, Brian worked as an international flight attendant at United Airlines and volunteered as an Occupational Injury Representative at the Association of Flight Attendants, Local Council 11 in Washington D.C.

Awards & Honors

The National Black Lawyers, Top 100

AAJ Leadership Academy – Graduate, Diversity & Inclusion Committee, Class of 2022

Professional Affiliations

American Association for Justice: Diversity, Equity, Inclusion, & Accessibility Committee;
Membership Oversight Committee; Minority Caucus, Member Committee Co-Chair;
LGBT Caucus

Shades of Mass, Board Member

L. Clifford Davis Legal Association

The International Legal Honor Society of Phi Delta Phi

The American Constitution Society for Law & Policy

Texas Young Lawyers Association

State Bar of Texas: African-American Lawyers (AALS), Consumer and Commercial Law,
Labor and Employment Law, LGBT Law

Presentations and Articles

Presenter, “Broadening the Pathway: Implementing Hiring Efforts to Reach Underserved Communities,” National Consumer Law Center (NCLC) Consumer Rights Litigation Conference and Class Action Symposium, October 2024.

Presenter, “A Movement to Defend, Avoiding Exclusionary Hiring Practices,” American Association for Justice (AAJ) Annual Convention, July 2024.



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Education

Seattle University School of Law, J.D., *summa cum laude*, 2020

University of Washington, B.A., 2015

Admissions

Washington
New York

Emily Beale | Associate

Emily Beale represents individuals and consumers harmed by financial fraud and corporate misconduct in complex class actions.

Prior to joining Gibbs Mura, Emily clerked for the Honorable Benjamin H. Settle in the Western District of Washington.

Emily is a 2020 graduate, *summa cum laude*, of Seattle University School of Law, where she graduated first in her class. During law school, Emily advocated for incarcerated and accused individuals at the Fred T. Korematsu Center for Law and Equity in its Civil Rights Clinic. Emily aided in the Korematsu Center’s amicus brief to the Washington State Supreme Court on the unconscious bias associated with the use of restraints on incarcerated criminal defendants, which resulted in a unanimous decision prohibiting such practices in Washington state. See *State v. Jackson*, 195 Wash.2d 841 (2020).

While in law school, Emily served as Managing Editor for the Seattle University Law Review and on the Moot Court Board. She represented Seattle University at a regional National Moot Court Competition and received eight CALI awards for highest grade. Emily received her undergraduate degree in Law, Societies, and Justice with a minor in French from the University of Washington in 2015.

Litigation Highlights

Todd Benjamin International, Ltd. v. Grant Thornton International, No. 1:20-cv-21808-RNS (S.D. Fla.) – Class counsel for investors in TCA Global Credit Master Fund L.P. and its feeder funds. The investors alleged that the funds’ management inflated assets and earnings, and that the funds’ auditors knew about the overstatement but failed to take appropriate action. After multiple years of litigation, Gibbs Mura helped secure settlements of \$26.5 million for investors. At the hearing granting final approval on May 20, 2025, Judge Scola thanked counsel for their “excellent work in the case.”

Presentations and Articles

Author, “Unfair-but-not-Deceptive: Confronting the Ambiguity in Washington State’s Consumer Protection Act,” 43 Seattle U. L. R. 1011 (2020)



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Education

University of California,
Berkeley School of Law, J.D.,
2022

Northwestern University, B.A.,
2016

Admissions

California

Delaney Brooks | Associate

Delaney Brooks represents plaintiffs in class action lawsuits, primarily in cases alleging hidden fees and product defects.

Delaney graduated from the University of California, Berkeley School of Law in 2022. While there, Delaney was a member of Berkeley Law's Moot Court team, where she and her teammates were regional champions at the 2021 National Appellate Advocacy Competition. As a teaching assistant to Professor Patricia Hurley, Delaney helped first-year law students hone their legal writing and advocacy skills. Delaney pursued pro bono work throughout law school, assisting juvenile boys incarcerated in Contra Costa County through the Youth Advocacy Project, and later by researching litigation strategies to curb gun violence with the Gun Violence Prevention Project. Delaney also worked as a judicial extern for the Honorable William H. Alsup, Northern District of California.

Delaney received her undergraduate degree from Northwestern University in 2016, with a major in Psychology and a minor in Legal Studies. Prior to law school, Delaney worked in marketing at a major financial services company, giving her insider knowledge of the challenges consumers face in accessing credit.

Litigation Highlights

GreenSky Litigation – Represents consumers who took out loans for home maintenance repairs and were charged allegedly unlawful fees by GreenSky, Inc.

Destination Fees Litigation – Represents vehicle owners from 13 states who overpaid when they purchased new vehicles because FCA inflated its delivery fees to include extra profit.

Porsche PCM Malfunction Litigation – Represented Porsche owners whose vehicles received a software update that allegedly damaged the vehicles' infotainment systems. The Honorable Mark H. Cohen granted final approval to a nationwide class action settlement that included cash reimbursements of up to \$7,500 per class member.

Professional Affiliations

California Lawyers Association, Antitrust and Unfair Competition Law Section



Jane Farrell | Associate

Jane is passionate about telling clients' stories and holding employers and corporations accountable. Prior to joining Gibbs Mura, Jane worked as an associate at two leading plaintiff-side employment law firms. At those firms, she assisted in a range of matters, including class actions involving worker misclassification, discrimination, and wage theft, as well as individual and mass arbitrations. Jane also clerked for the Honorable Kimberly J. Mueller, Chief Judge of the United States District Court for the Eastern District of California.

As a student at UCLA School of Law, Jane specialized in public interest law and policy. She served as editor in chief of the UCLA Journal of Gender and the Law and as chair of the Race, Work, and Economic Justice Clinic, which partnered with the Los Angeles Black Worker Center and Legal Aid at Work to provide free legal services for workers. During law school, Jane externed for the Honorable Jacqueline H. Nguyen on the U.S. Court of Appeals for the Ninth Circuit and clerked for a plaintiff-side employment firm. As a research assistant for Professors David Marcus and Blake Emerson, she researched issues relating to complex and multidistrict litigation, class certification, and administrative guidance.

Before law school, Jane was a policy advisor to then-Secretary Tom Perez at the U.S. Department of Labor, where she helped expand access to earned sick time and paid family and medical leave. Prior to joining the Obama Administration, she researched and wrote about the changing nature of work, rising inequality, equal pay, and women's rights at the Center for American Progress and then the Clinton Foundation, authoring dozens of publications over five years.

Jane has published articles in three law journals, including the Berkeley Journal of Employment and Labor Law, the leading law review for employment and labor law scholarship.

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Education

University of California, Los Angeles School of Law, J.D., 2020 (David J. Epstein Program in Public Interest Law and Policy)

Emory University, B.A., 2011

Admissions

California



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Education

Harvard Law School, J.D.,
2020

University of North Texas,
B.A., 2015

Admissions

Texas

Massachusetts

Sadie Hillier | Associate

Sadie is passionate about protecting clients' rights and holding corporations accountable. She represents consumers primarily in class action lawsuits with a special emphasis on privacy and data breach litigation.

Prior to joining Gibbs Mura, Sadie spent two years as an Assistant Federal Public Defender representing indigent clients on death row in late-stage federal appeals. She then transitioned to civil law, representing clients in a variety of civil rights cases centered on reproductive rights, First Amendment, police brutality, LGBTQ rights, and the right to privacy.

Sadie graduated from Harvard Law School in 2020. While in law school, she was heavily involved with and served as the Executive Director of the Harvard Prison Legal Assistance Project, where she spent three years advocating for the rights of incarcerated people in disciplinary and parole hearings, through policy advocacy with the Massachusetts legislature, and in civil rights lawsuits. Sadie was also on the board of the Harvard Civil Rights—Civil Liberties Law Review, served as President of HLS Child & Youth Advocates, and completed a variety of public interest internships and externships, including at the Civil Rights Division of the Department of Justice, Civil Rights Corps, and the Orange County (California) Public Defender. At the Orange County Public Defender, Sadie worked on the case that ultimately made public the fact that Global Tel Link (GTL), the nation's largest jail and prison phones vendor, had a history of nationwide system problems causing it to illegally record thousands of attorney-client phone calls.

Professional Affiliations

The LGBTQ+ Bar

American Bar Association, Privacy and Data Security Committee

Dallas LGBT Bar Association



Hanne Jensen | Associate

Hanne represents plaintiffs in class action and complex litigation involving consumer protection, workers' rights, products liability, privacy law, and constitutional law.

Hanne graduated from the University of California, Berkeley, School of Law in 2020. While in law school, Hanne served as the Senior Notes editor for the California Law Review, an executive editor for the Berkeley Journal of Employment and Labor Law, and a co-Editor-in-Chief of the Berkeley Journal of Gender, Law, and Justice. As a member of the Consumer Advocacy and Protection Society, Hanne contributed public comments to the Federal Trade Commission and Federal Deposit Investment Corporation concerning rules that affect consumers' financial rights, and helped draft an amicus brief for the Berkeley Center of Consumer and Economic Justice supporting mortgage applicants who had been wrongfully denied loans by an error in an AI underwriting servicer. Hanne also served as a research assistant for Professor Catherine Fisk's work on teachers' strikes and Professor Andrew Bradt's work on personal jurisdiction in complex litigation, as well as an oral advocacy teaching assistant for Professor Cheryl Berg. Prior to joining Gibbs Mura, Hanne clerked for the Honorable Chief Judge Miranda M. Du in the District of Nevada in her beautiful hometown of Reno, Nevada.

Hanne received her undergraduate degree with majors in English and Philosophy from Whitman College, *magna cum laude*. At Whitman, Hanne was a member of Phi Beta Kappa and served as the co-Editor-in-Chief of the literary magazine *blue moon*. Prior to law school, Hanne was a Fulbright English Teaching Assistant in Germany.

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
2020

Whitman College, *magna cum
laude*, B.A., 2014

Admissions

California



Anna Katz | Associate

Anna represents plaintiffs in class action and complex litigation involving corporate wrongdoing and financial fraud.

Anna attended law school at the University of California, Berkeley, School of Law, where she graduated *Order of the Coif* in 2023. While in law school, Anna served as an Editor for the California Law Review and on the Editorial Board of the Berkeley Journal of Gender, Law, and Justice. Anna also worked to build enthusiasm for plaintiff-side practice as the Career Development Director of Berkeley Law's new Plaintiff's Law Association. For her dedication to public interest work involving reproductive justice, workers' rights, and indigent defense, Anna earned pro bono honors with distinction and a Public Interest and Social Justice Certificate. Anna also served as a research assistant for Professor Jonathan Glater's research on unfair corporate practices and predatory student debt.

Anna received her undergraduate degree, *magna cum laude* and Phi Beta Kappa, from Duke University, with majors in African and African American Studies and Global Health. Prior to law school, Anna was a reproductive health researcher in Oakland.

Professional Affiliations

American Association for Justice
Public Justice

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
Order of the Coif, 2023

Duke University, *magna cum
laude*, B.A., 2018

Admissions

California



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Education

Northwestern University School of Law, J.D., *magna cum laude*, 2015

Northwestern University Graduate School, Ph.D., 2015

Brandeis University, B.A., *summa cum laude*, *Phi Beta Kappa*, 2006

Admissions

California

Jeff Kosbie | Associate

Jeff Kosbie represents workers and consumers in class actions and other complex lawsuits involving data breaches and consumer privacy, employment law, and other corporate misconduct. He previously worked as a staff attorney in the United States Court of Appeals for the Ninth Circuit (2017-2018) and served as a Multidistrict Litigation Law Clerk to the Judges Lucy Koh, Beth Freeman, and Edward Davila of the Northern District of California (2018-2019).

Jeff serves as Treasurer of Bay Area Lawyers for Individual Freedom (“BALIF”), the nation’s oldest association of lesbian, gay, bisexual and transgender (LGBTQI) persons in the field of law, and he is on the board of the BALIF Foundation. He was also selected to serve on the California Lawyers Association Litigation Section Executive Committee. He has published multiple articles in law reviews related to the history of LGBTQ rights. Jeff is a 2015 graduate, *magna cum laude*, of Northwestern University School of Law and Northwestern University Graduate School where he received a J.D. and a Ph.D. in Sociology. While in law school, Jeff served as an Articles Editor of the Northwestern Journal of Law and Social Policy. He received his undergraduate degree, *summa cum laude*, *Phi Beta Kappa*, in Sociology from Brandeis University in 2006.

Awards & Honors

Best Lawyers in America: Ones to Watch, 2023-2026
Rising Star, Northern California Super Lawyers, 2021-2025
Best LGBTQ+ Lawyers Under 40, LGBT Bar Association, 2021
Unity Award, Minority Bar Coalition, 2019

Professional Affiliations

American Association for Justice
Bay Area Lawyers for Individual Freedom, Former Co-chair, Former Treasurer
BALIF Foundation, Former Treasurer
California Lawyers Association, Litigation Section Executive Committee Advisor
Consumer Attorneys of California
Bar Association of San Francisco, Finance Committee; Justice and Diversity Center, Board Member

Select Presentations and Articles

Presenter, “Navigating Complex Diversity, Equity and Inclusion Issues in a Rapidly Changing Environment”; Organizer, “Core Skills: Jury Selection”; CLA Litigation & Appellate Summit, May 2023.

Presenter, “An Important Discussion re Civil Rights: Racism, Diversity, Equity, and Inclusion while Surviving COVID-19,” California Lawyers Association Litigation and Appellate Summit, May 2021.

Presenter, “LGBTQ+ Employment Discrimination Claims in Practice,” BALIF CLE Series, February 2021.

Author, “Overdue Protection for LGTBQ Workers,” Trial Magazine, American Association for Justice, September 2020.

Author, “How the Right to be Sexual Shaped the Emergence of LGBT Rights,” 22 U. Pa. J. Const. L. 1389, August 2020.

Author, “Donor Preferences and the Crisis in Public Interest Law,” 57 Santa Clara L. Rev. 43, 2017.

Author, “(No) State Interests in Regulating Gender: How Suppression of Gender Nonconformity Violates Freedom of Speech,” 19 Wm. & Mary J. Women & L. 187, 2013.



Emma MacPhee | Associate

Emma represents plaintiffs harmed by corporate wrongdoing and survivors of sexual assault.

Emma graduated from the University of California, Berkeley School of Law in 2023. While in law school, she was on the Submissions team for the Berkeley Journal of International Law and received a Public Interest and Social Justice Certificate for the pro bono work she pursued during law school. She was a law clerk for the Youth Law Center, where she supported litigation projects related to the juvenile justice and child-welfare systems in California. During law school, she advocated for voting rights, fair electoral maps, and democracy reform with the Political and Election Empowerment Project. As a Clinical Law Student for the International Human Rights Clinic, she researched corporate accountability related to the digital privacy of children. She was also a student researcher for the Human Rights Center at Berkeley Law, where she worked on a research project with the Center for Investigative Reporting that was focused on national access to reproductive rights.

Emma received her undergraduate degree, *magna cum laude*, from New York University in 2018, with majors in International Relations and French. Before law school, Emma worked as an investigative analyst and was responsible for conducting investigations into sex and labor trafficking in New York City.

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Education

University of California at
Berkeley (Berkeley Law), J.D.,
2023

New York University, *magna
cum laude*, B.A., 2018

Admissions

California



Jake Seidman | Associate

Jake represents plaintiffs in products liability and mass tort cases focused on redressing harms of corporate wrongdoing.

Jake graduated from Stanford Law School in 2022 with high pro bono distinction and academic awards in torts, state constitutional law, and criminal procedure. While in law school, he worked on briefs for clients in civil and criminal matters before the United States Supreme Court as part of Stanford's Supreme Court Litigation Clinic and served as Special Issues Editor and Lead Online Editor for the *Stanford Journal of Civil Rights & Civil Liberties* and the *Stanford Law & Policy Review*, respectively.

As a student, Jake pursued his abiding interest in state and local government efforts to reimagine law enforcement through affirmative litigation and justice system reforms. As part of the law school's Litigation & Policy Partnership with the Santa Clara County Counsel, he assisted with County consumer protection litigation. He also co-authored a Stanford Criminal Justice Center report on non-police approaches to public safety.

Prior to joining Gibbs Mura, Jake served as a law clerk to Magistrate Judge Sallie Kim in the Northern District of California. He also worked as a Legal Fellow at Public Rights Project, where his work focused on state constitutional litigation combating backlash to local criminal justice reforms.

Jake received his undergraduate degree *magna cum laude* and Phi Beta Kappa from Columbia University, where he double majored in Political Science and Russian Language & Culture. Prior to law school, he worked on jail planning and reforms in the New York City Mayor's Office.

Professional Affiliations

American Association for Justice
National Center for State Courts, Young Lawyers Committee

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Education

Stanford Law School, J.D.,
2022

Columbia University, *magna
cum laude*, B.A., 2017

Admissions

California



Jennifer Sun | Associate

Jennifer advocates on behalf of consumers primarily in data privacy and data breach class action lawsuits.

Jennifer graduated from the University of California, Berkeley School of Law in 2023. During law school, she explored ways to regulate technology in the public interest at the Electronic Frontier Foundation and the Knight First Amendment Institute at Columbia University. As a Samuelson Law, Technology & Public Policy Clinic student, Jennifer argued before the federal district court in Minnesota in support of the public's right to access court records for electronic surveillance warrants. She also investigated copyright and telecommunications policy as a research assistant to Professors Pamela Samuelson and Tejas Narechania. Jennifer also served on the boards of the *Asian American Law Journal* and the Asian Pacific American Law Students Association.

Before law school, Jennifer was a product manager at Dotdash Meredith and *The Atlantic*, where she worked closely with executives, business partners, and engineers and built a technical understanding of the digital advertising technology behind the open internet.

Jennifer received a B.S. Economics from The Wharton School at the University of Pennsylvania in 2014, where she served as President and Executive Editor of *The Daily Pennsylvanian*.

Professional Affiliations

American Association for Justice
Asian American Bar Association of the Greater Bay Area
National Asian Pacific American Bar Association
Federal Bar Association

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Education

University of California,
Berkeley School of Law, J.D.,
2023

University of Pennsylvania,
B.A., 2014

Admissions

California



Wynne Tidwell | Associate

Wynne Tidwell works with consumers harmed by corporate wrongdoing and financial fraud.

Wynne graduated from the University of California, Berkeley School of Law in 2022. In law school, she served as an Editor for the California Law Review and received a Public Interest and Social Justice Certificate. Wynne also directly advocated for veterans affected by military sexual assault or experiencing homelessness through the Veterans Law Practicum.

Additionally, she externed for the District Court for the District of Columbia and for the Consumer Protection Section of the Office of the California Attorney General.

Wynne received her undergraduate degree in Government from the College of William & Mary in 2017 with highest honors. Before law school, Wynne worked in public policy and communications in Washington, D.C.

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Education

University of California,
Berkeley School of Law, J.D.,
2022

College of William & Mary, B.A.,
summa cum laude, 2017

Admissions

California



Zeke Wald | Associate

Zeke is dedicated to representing plaintiffs in class action and complex litigation concerning consumers' and workers' rights, products liability, privacy law, and constitutional law. In 2023, he won the California Lawyer Attorney of the Year Award, which recognizes outstanding California lawyers "whose extraordinary work and cases had a major impact on the law."

Zeke graduated from the University of California, Berkeley School of Law in 2021, where he was an Articles editor for the California Law Review, a research assistant for Professor Sean Farhang's work on complex litigation, and an advocate with the East Bay Community Law Center's Community Economic Justice clinic. Zeke also co-founded the Law and Political Economy society, which focuses on bringing students deeper into critical legal theory, and served as a leader of Berkeley's Gun Violence Prevention Project, an organization that supported the Giffords Law Center and the Brady Center's national, state, and local litigation efforts and policy advocacy on behalf of survivors of gun violence.

Zeke received his undergraduate dual degrees in Economics and Psychology from the University of California, Santa Barbara with highest honors. Prior to law school, Zeke worked for a tech startup dedicated to providing consumers with access to objective, unbiased information about products and services, and as a legal secretary at a family law firm focusing on complex parentage and custody cases and assisted reproduction law.

Litigation Highlights

Brooks v. Thomson Reuters Corporation – Zeke is court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

San Diego and Otay Water District Tiered Water Rates Lawsuits – Key member of the litigation team achieving a \$79.5 million verdict on behalf of single-family customers in a lawsuit charging the City of San Diego with setting water rates that are noncompliant with the California Constitution. Zeke was a member of the trial team at the remedies stage and is part of the appellate team defending the Court's judgment in favor of the class. The case is currently on appeal.

Key member of the litigation team achieving a \$24 million verdict on behalf of single-family residential customers in a lawsuit challenging the Otay Water District with setting unconstitutional water rates. The case is currently on appeal.

In re: 3M Combat Arms Earplug Products Liability Litigation – This multi-district litigation concerns allegations that 3M's dual-ended Combat Arms earplugs were defective and caused servicemembers and civilians to develop hearing loss or tinnitus. Zeke is a member of the team supporting the Law, Briefing, and Legal Drafting Committee.

Awards & Honors

California Lawyer Attorney of the Year (CLAY) Award, *Daily Journal* (2023)

Presentations and Articles

Presenter, "Data Security and Privacy Issues in 2024," Practising Law Institute's 29th Annual Consumer Financial Services Institute, September 23, 2024.

Author, "Election Law's Efficiency-Convergence Dilemma," October 2020.

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Education

University of California at
Berkeley, Berkeley Law, J.D.,
2021

University of California at Santa
Barbara, B.A., highest honors,
2016

Admissions

California



Tayler Walters | Associate

Tayler works with employees and consumers in mass arbitrations and mass torts to combat unfair business practices by corporations. She represents gig workers who have been misclassified and denied fair pay and consumers whose personal information has been compromised in large-scale data breaches. Tayler specializes in developing scalable systems to improve client communication and legal processes so her case teams can provide high quality representation to over 50,000 clients.

Previously, she coordinated case management and client outreach efforts for hundreds of lawsuits against dozens of national banks who have charged customers improper overdraft fees. Her efforts helped recover millions of dollars for bank customers across the country.

Before Gibbs Mura, Tayler worked in a plaintiff's law firm advocating for consumers in a range of areas, including personal injury, product liability, premises liability, employment law, and elder abuse. Tayler is a 2020 graduate, *magna cum laude*, of the University of San Francisco School of Law. In law school, she served on the Moot Court Board where she coached her fellow students and competed in the National Appellate Advocacy Competition. Tayler received a Merit Scholarship, earned CALI awards for receiving the highest grade in Professional Responsibility and in Contracts Law, and externed for California Supreme Court Chief Justice Tani Cantil-Sakauye.

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Education

University of San Francisco
School of Law, J.D., *magna cum laude*, 2020

University of Colorado
Boulder, B.A., 2017

Admissions

California

Professional Affiliations

American Association for Justice, Mass Arbitration Group



Dorry Gardner | Staff Attorney

Dorry reviews and researches documents for e-discovery in a wide range of complex class actions cases involving products liability and mass torts. She is highly experienced in review for e-discovery in cases concerning various issues, including breach of contract, securities, antitrust civil and regulatory matters, and FCPA investigations.

Dorry attended law school at Fordham University, where she was Stein Scholar for public interest law and recipient of the esteemed Archibald R. Murray award as servant for social justice.

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Education

Fordham School of Law, J.D.

Admissions

New York



Sierra Morris | Staff Attorney

Sierra advocates for consumers harmed by corporate misconduct in class action litigation. She coordinates case management and client outreach efforts for lawsuits against dozens of banks and credit unions who have charged customers improper overdraft fees.

Prior to joining Gibbs Mura, Sierra worked at a leading plaintiff-side firm on matters ranging from securities fraud to holding corporations accountable for injuries caused by environmental hazards.

Sierra graduated from Tulane University Law School in 2020 with a certificate in International and Comparative Law and a CALI award in International Protection of Human Rights. While there, she was a student attorney in the Juvenile Law Clinic, an executive board member of the Public Interest Law Foundation, and a research assistant for Professor David Katner's work on child abuse. She also worked as a law clerk at the ACLU Foundation of Louisiana on issues including immigration, prison reform and the First Amendment, and as a legal volunteer for several other non-profit organizations.

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Education

Tulane University Law School,
J.D., 2020

College of Charleston, B.A.,
2016

Admissions

District of Columbia



Alyssa Prothero | Staff Attorney

Alyssa works on class action and complex litigation cases involving privacy law, workers' rights, and consumer protection.

Alyssa attended law school at the Quinnipiac University School of Law where she graduated *cum laude* in 2018. While in law school, Alyssa served as the Executive Managing Editor for the Quinnipiac Probate Law Journal. Alyssa also worked for the Quinnipiac Tax Clinic as a legal intern where she helped low-income individuals with tax disputes against the IRS and the Connecticut Department of Revenue Services. For her interest in tax law and her work with the Tax Clinic, she received awards for Excellence in Tax Controversy and Excellence in Clinical Work.

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Education

Quinnipac University School of Law, J.D., *cum laude*, 2020
Virginia Tech, B.A., *summa cum laude*, 2015

Admissions

Connecticut
Washington

After law school, Alyssa was a Legal Research Law Clerk for the Superior Court of Connecticut. While working for the Superior Court, Alyssa worked on a variety of cases with issues that included employment discrimination, premises liability, foreclosures, class certification, and governmental and sovereign immunity.

Alyssa completed her undergraduate degree, *summa cum laude* and Phi Beta Kappa, from Virginia Tech in 2015. She majored in Psychology and had minors in Sociology and Political Science.

SIGNIFICANT RECOVERIES

Some examples of the cases in which our lawyers played a significant role are described below:

Deceptive Marketing

Hyundai and Kia Fuel Economy Litigation, No. 2:13-md-2424 (C.D. Cal.). In a lawsuit alleging false advertising of vehicle fuel efficiency, the court appointed Eric Gibbs as liaison counsel. Mr. Gibbs regularly reported to the Court, coordinated a wide-ranging discovery process, and advanced the view of plaintiffs seeking relief under the laws of over twenty states. Ultimately Mr. Gibbs helped negotiate a revised nationwide class action settlement with an estimated value of up to \$210 million. The Honorable George H. Wu wrote that Mr. Gibbs had “efficiently managed the requests from well over 20 different law firms and effectively represented the interests of Non-Settling Plaintiffs throughout this litigation. This included actively participating in revisions to the proposed settlement in a manner that addressed many weaknesses in the original proposed settlement.”

In re Mercedes-Benz Tele Aid Contract Litigation, MDL No. 1914, No. 07-cv-02720 (D.N.J.). Gibbs Mura attorneys and co-counsel served as co-lead class counsel on behalf of consumers who were not told their vehicles’ navigation systems were on the verge of becoming obsolete. Counsel successfully certified a nationwide litigation class, before negotiating a settlement valued between approximately \$25 million and \$50 million. In approving the settlement, the court acknowledged that the case “involved years of difficult and hard-fought litigation by able counsel on both sides” and that “the attorneys who handled the case were particularly skilled by virtue of their ability and experience.”

In re Providian Credit Card Cases, JCCP No. 4085 (Cal. Super. Ct. San Francisco Cty). Mr. Gibbs played a prominent role in this nationwide class action suit brought on behalf of Providian credit card holders. The lawsuit alleged that Providian engaged in unlawful, unfair and fraudulent business practices in connection with the marketing and fee assessments for its credit cards. The Honorable Stuart Pollack approved a \$105 million settlement, plus injunctive relief—one of the largest class action recoveries in the United States arising out of consumer credit card litigation.

In re Hyundai and Kia Horsepower Litigation, No. 02CC00287 (Cal. Super. Ct. Orange Cty). In a class action on behalf of U.S. Hyundai and Kia owners and lessees, contending that Hyundai advertised false horsepower ratings in the United States, attorneys from Gibbs Mura negotiated a class action settlement valued at between \$75 million and \$125 million which provided owners nationwide with cash payments and dealer credits.

Skold v. Intel Corp., No. 1-05-cv-039231 (Cal. Super. Ct. Santa Clara Cty.). Gibbs Mura attorneys represented Intel consumers through a decade of hard-fought litigation, ultimately certifying a nationwide class under an innovative “price inflation” theory and negotiating a settlement that provided refunds and \$4 million in cy pres donations. In approving the settlement, Judge Peter Kirwan wrote: “It is abundantly clear that Class Counsel invested an incredible amount of time and costs in a case which lasted approximately 10 years with no guarantee that they would prevail.... Simply put, Class Counsel earned their fees in this case.”

Steff v. United Online, Inc., No. BC265953 (Cal. Super. Ct. Los Angeles Cty.). Mr. Gibbs served as lead counsel in this nationwide class action suit brought against NetZero, Inc. and its parent, United Online, Inc., by former NetZero customers. Plaintiffs alleged that defendants falsely advertised their internet service as unlimited and guaranteed for a specific period of time. The Honorable Victoria G. Chaney of the Los Angeles Superior Court granted final approval of a settlement that provided full refunds to customers whose services were cancelled and which placed restrictions on Defendants’ advertising.

Khaliki v. Helzberg's Diamond Shops, Inc., No. 11-cv-00010 (W.D. Mo.). Gibbs Mura attorneys and co-counsel represented consumers who alleged deceptive marketing in connection with the sale of princess-cut diamonds. The firms achieved a positive settlement, which the court approved, recognizing “that Class Counsel provided excellent representation” and achieved “a favorable result relatively early in the case, which benefits the Class while preserving judicial resources.” The court went on to recognize that “Class Counsel faced considerable risk in pursuing this litigation on a contingent basis, and obtained a favorable result for the class given the legal and factual complexities and challenges presented.”

Defective Products

In re Pacific Fertility Center Litigation, Case No. 3:18-cv-01586 (N.D. Cal). Gibbs Mura attorneys served as co-lead trial counsel in an almost three-week trial on behalf of several patients who tragically lost eggs and embryos in a catastrophic cryo-preservation tank failure at San Francisco’s Pacific Fertility Center in 2018. The jury found cryogenic tank manufacturer, Chart Inc., liable on all claims, determining that the tank contained manufacturing and design defects, and that Chart had negligently failed to recall or retrofit the tank’s controller, despite having known for years that the controller model was prone to malfunction. For each claim, the jury found that the deficiency was a substantial factor in causing harm to the plaintiffs, and the jury awarded \$14.975 million in aggregate damages. The trial addressed claims for four families and was the first trial in consolidated litigation that included claims for over 150 families, with five additional trials for 25 more families scheduled for 2022 and 2023. All cases in the consolidated federal litigation were settled in early 2023. Claims against the IVF clinic and its laboratory were pursued separately through arbitration and settled in 2022.

In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation, No. 2:15-md-02661 (S.D. Ohio) Gibbs Mura attorneys served as co-lead counsel in this multidistrict litigation on behalf of Honda CR-V owners who complained that their vehicles were vibrating excessively. After several lawsuits had been filed, Honda began issuing repair bulletins, setting forth repairs to address the vibration. Honda did not publicize the repairs well and as a result, Plaintiffs’ alleged many CR-V owners and lessees—including those who had previously been told that repairs were unavailable—continued to experience the vibration. In early 2018, the parties negotiated a comprehensive settlement to resolve the multidistrict litigation on a class-wide basis. The settlement ensured that all affected vehicle owners were made aware of the free warranty repairs, including requiring Honda to proactively reach out to CR-V owners and dealers in several ways to publicize the repair options available.

Glenn v. Hyundai Motor America, Case No. 8:15-cv-02052 (C.D. Cal.). Gibbs Mura attorneys represented drivers from six states who alleged their vehicles came with defective sunroofs that could shatter without warning. The case persisted through several years of fiercely contested litigation before resolving for a package of class-wide benefits conservatively valued at over \$30 million. In approving the settlement, U.S. District Court Judge David O. Carter praised the resolution: “[T]his is an extraordinarily complex case and an extraordinarily creative solution.

Amborn et al. v. Behr Process Corp., No. 17-cv-4464 (N.D. Ill.) Gibbs Mura served as co-lead counsel in this coordinated lawsuit against Behr and Home Depot alleging that Behr's DeckOver deck resurfacing product is prone to peeling, chipping, bubbling, and degrading soon after application. The team negotiated a class-wide settlement, which provided class members who submitted claims with 1) a refund for their purchase; and 2) substantial compensation for money spent removing DeckOver or repairing their deck. The settlement was granted final approval on December 19, 2018.

In re Hyundai Sonata Engine Litigation, Case No. 5:15-cv-01685 (N.D. Cal.). Gibbs Mura attorneys served as court-appointed co-lead class counsel on behalf of plaintiffs who alleged their 2011-2014 Hyundai Sonatas suffered premature and catastrophic engine failures due to defective rotating assemblies. We negotiated a comprehensive settlement providing for nationwide recalls, warranty extensions, repair reimbursements, and compensation for class members who had already traded-in or sold their vehicles at a loss. The average payment to class members exceeded \$3,000.

Sugarman v. Ducati North America, Inc., No. 10-cv-05246 (N.D. Cal.). Gibbs Mura attorneys served as class counsel on behalf of Ducati motorcycle owners whose fuel tanks on their motorcycles degraded and deformed due to incompatibility with the motorcycles' fuel. In January 2012, the Court approved a settlement that provided an extended warranty and repairs, writing, "The Court recognizes that class counsel assumed substantial risks and burdens in this litigation. Representation was professional and competent; in the Court's opinion, counsel obtained an excellent result for the class."

Parkinson v. Hyundai Motor America, No. 06-cv-00345 (C.D. Cal.). Gibbs Mura attorneys served as class counsel in this class action featuring allegations that the flywheel and clutch system in certain Hyundai vehicles was defective. After achieving nationwide class certification, our lawyers negotiated a settlement that provided for reimbursements to class members for their repairs, depending on their vehicle's mileage at time of repair, from 50% to 100% reimbursement. The settlement also provided full reimbursement for rental vehicle expenses for class members who rented a vehicle while flywheel or clutch repairs were being performed. After the settlement was approved, the court wrote, "Perhaps the best barometer of ... the benefit obtained for the class ... is the perception of class members themselves. Counsel submitted dozens of letters from class members sharing their joy, appreciation, and relief that someone finally did something to help them."

Browne v. Am. Honda Motor Co., Inc., No. 09-cv-06750 (C.D. Cal.). Gibbs Mura attorneys and co-counsel represented plaintiffs who alleged that about 750,000 Honda Accord and Acura TSX vehicles were sold with brake pads that wore out prematurely. We negotiated a settlement in which improved brake pads were made available and class members who had them installed could be reimbursed. The settlement received final court approval in July 2010 and provided an estimated value of \$25 million.

In re General Motors Dex-Cool Cases., No. HG03093843 (Cal. Super Ct. Alameda Cty). Gibbs Mura attorneys served as co-lead counsel in these class action lawsuits filed throughout the country, where plaintiffs alleged that General Motors' Dex-Cool engine coolant damaged certain vehicles' engines, and that in other vehicles, Dex-Cool formed a rusty sludge that caused vehicles to overheat. After consumer classes were certified in both Missouri and California, General Motors agreed to cash payments to class members nationwide. On October 27, 2008, the California court granted final approval to the settlement.

In re iPod Cases, JCCP No. 4355 (Cal. Super. Ct. San Mateo Cty). Mr. Gibbs, as court appointed co-lead counsel, negotiated a settlement that provided warranty extensions, battery replacements, cash payments, and store credits for class members who experienced battery failure. In approving the settlement, the Hon. Beth L. Freeman said that the class was represented by "extremely well qualified" counsel who negotiated a "significant and substantial benefit" for the class members.

Roy v. Hyundai Motor America, No. 05-cv-00483 (C.D. Cal.). Gibbs Mura attorneys served as co-lead counsel in this nationwide class action suit brought on behalf of Hyundai Elantra owners and lessees, alleging that an air bag system in vehicles was defective. Our attorneys helped negotiate a settlement whereby Hyundai agreed to repair the air bag systems, provide reimbursement for transportation expenses, and administer an alternative dispute resolution program for trade-ins and buy-backs. In approving the settlement, the Honorable Alicemarie H. Stotler presiding, described the settlement as "pragmatic" and a "win-win" for all involved.

Velasco v. Chrysler Group LLC (n/k/a FCA US LLC), No. 2:13-cv-08080 (C.D. Cal.). In this class action, consumers alleged they were sold and leased vehicles with defective power control modules that caused vehicle stalling. Gibbs Mura attorneys and their co-counsel defeated the majority of Chrysler's motion to dismiss and engaged in extensive deposition and document discovery. In 2015, the parties reached a settlement contingent on Chrysler initiating a recall of hundreds of thousands of vehicles, reimbursing owners for past repairs, and extending its warranty for the repairs conducted through the recall. When he granted final settlement approval, the Honorable Dean D. Pregerson acknowledged that the case had been "hard fought" and "well-litigated by both sides."

Edwards v. Ford Motor Co., No. 11-cv-1058 (S.D. Cal.). This lawsuit alleged that Ford sold vehicles despite a known safety defect that caused them to surge into intersections, through crosswalks, and up on to curbs. The litigation twice went to the U.S. Court of Appeals for the Ninth Circuit, with plaintiff prevailing in both instances. In the first instance, the appellate court reversed the trial court's denial of class certification. In the second, the Ninth Circuit affirmed the ruling below that plaintiff's efforts had generated free repairs, reimbursements, and extended warranties for the class.

Sanborn, et al. v. Nissan North America, Inc., No. 00:14-cv-62567 (S.D. Fla.). Gibbs Mura litigated this action against a vigorous defense for two years, seeking relief for Nissan Altima owners whose dashboards were melting into a sticky, shiny, gooey surface that they alleged caused a substantial and dangerous glare. After largely prevailing on a motion to dismiss, Gibbs Mura attorneys and their co-counsel prepared the case to the brink of trial, reaching a settlement just ten days before the scheduled trial start. The settlement allowed class members to obtain steeply discounted dashboard replacements and reimbursement toward prior replacement costs.

Bacca v. BMW of N. Am., No. 2:06-cv-6753 (C.D. Cal.) In a class action alleging that BMW vehicles suffered from defective sub-frames, we negotiated a settlement with BMW in which class members nationwide received full reimbursement for prior sub-frame repair costs as well as free nationwide inspections and program.

Antitrust and Unfair Business Practices

In re: Wells Fargo Collateral Protection Insurance Litigation, MDL Case No.: 8:17-ML-2797 (C.D. Cal.). Eric Gibbs was appointed to the three-firm Plaintiffs' Steering Committee in this multi-district litigation on behalf of consumers who took out car loans from Wells Fargo and were charged for auto insurance they did not need. The parties announced a proposed settlement of at least \$393.5 million for affected consumers and the Court granted final approval in November 2019.

In re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 1827 (N.D. Cal.). Gibbs Mura attorneys were among the team serving as liaison counsel in this multi-district antitrust litigation against numerous TFT-LCD (Flat Panel) manufacturers alleging a conspiracy to fix prices, which has achieved settlements of more than \$400 million to date.

In re Natural Gas Antitrust Cases I, II, III and IV, JCCP No. 4221 (Cal. Super. Ct. San Diego Cty). Gibbs Mura attorneys served in a leadership capacity in this coordinated antitrust litigation against numerous natural gas companies for manipulating the California natural gas market, which has achieved settlements of nearly \$160 million.

Beaver v. Tarsadia Hotels, No. 11-cv-1842 (S.D. Cal.); Gibbs Mura attorneys served as co-lead counsel representing buyers of San Diego Hard Rock Hotel condominium units in this class action lawsuit against real estate developers concerning unfair competition claims. The lawsuit settled for \$51.15 million.

LLE One, LLC et al. v. Facebook, Inc., No. 4:16-cv-6232 (N.D. Cal.); Gibbs Mura attorneys represent small businesses and other advertisers in a class action lawsuit alleging that Facebook overstated its metrics for the average time spent watching video ads on its platform. The Court granted final approval to a \$40 million class action settlement on June 26, 2020.

Hernandez v. Wells Fargo Bank, N.A., No. 3:18-cv-07354-WHA (N.D. Cal.); Gibbs Mura attorneys served as court-appointed co-lead counsel representing a certified class of more than 1,200 home mortgage borrowers who lost their homes to foreclosure after Wells Fargo erroneously denied them trial mortgage modifications. The case settled in two phases for a total of \$40.3 million. Class members received significant compensation payments of up to \$120,000.

In re LookSmart Litigation, No. 02-407778 (Cal. Super. Ct. San Francisco Cty). This nationwide class action suit was brought against LookSmart, Ltd. on behalf of LookSmart's customers who paid an advertised "one time payment" to have their web sites listed in LookSmart's directory, only to be later charged additional payments to continue service. Plaintiffs' claims included breach of contract and violation of California's consumer protection laws. On October 31, 2003, the Honorable Ronald M. Quidachay granted final approval of a nationwide class action settlement providing cash and benefits valued at approximately \$20 million.

Lehman v. Blue Shield of California, No. CGC-03-419349 (Cal. Super. Ct. S.F. Cty.). In this class action lawsuit alleging that Blue Shield engaged in unlawful, unfair and fraudulent business practices when it modified the risk tier structure of its individual and family health care plans, Gibbs Mura attorneys helped negotiate a \$6.5 million settlement on behalf of former and current Blue Shield subscribers residing in California. The Honorable James L. Warren granted final approval of the settlement in March 2006.

Wixon v. Wyndham Resort Development Corp., No. 07-cv-02361 (N.D. Cal.). Gibbs Mura attorneys served as class and derivative counsel in this litigation brought against a timeshare developer and the directors of a timeshare corporation for violations of California state law. Plaintiffs alleged that the defendants violated their fiduciary duties as directors by taking actions for the financial benefit of the timeshare developer to the detriment of the owners of timeshare interests. On September 14, 2010, Judge White granted approval of a settlement of the plaintiffs' derivative claims.

Berrien, et al. v. New Raintree Resorts, LLC, et al., No. 10-cv-03125 (N.D. Cal.). Gibbs Mura attorneys filed this class action on behalf of timeshare owners, challenging the imposition of unauthorized special assessment fees. On November 15, 2011, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On March 13, 2012, the Court issued its Final Class Action Settlement Approval Order and Judgment, approving the proposed settlement.

Benedict, et al. v. Diamond Resorts Corporation, et al., No. 12-cv-00183 (D. Hawaii). In this class action on behalf of timeshare owners, Gibbs Mura attorneys represented plaintiffs challenging the imposition of an unauthorized special assessment fee. On November 6, 2012, the parties reached a proposed settlement of the claims asserted by the plaintiffs on behalf of all class members who were charged the special assessment. On June 6, 2013, the Court approved the settlement.

Allen Lund Co., Inc. v. AT&T Corp., No. 98-cv-1500 (C.D. Cal.). This class action lawsuit was brought on behalf of small businesses whose long-distance service was switched to Business Discount Plan, Inc. Gibbs Mura attorneys served as class counsel and helped negotiate a settlement that provided full cash refunds and free long-distance telephone service.

Mackouse v. The Good Guys - California, Inc., No. 2002-049656 (Cal. Super Ct. Alameda Cty). This nationwide class action lawsuit was brought against The Good Guys and its affiliates alleging violations of the Song-Beverly Warranty Act and other California consumer statutes. The Plaintiff alleged that The Good Guys failed to honor its service contracts, which were offered for sale to customers and designed to protect a customer's purchase after the manufacturer's warranty expired. In May 9, 2003, the Honorable Ronald M. Sabraw granted final approval of a settlement that provides cash refunds or services at the customer's election.

Mitchell v. Acosta Sales, LLC, No. 11-cv-01796 (C.D. Cal. 2011). Gibbs Mura attorneys and co-counsel served as class counsel representing Acosta employees who alleged that they were required to work off-the-clock and were not reimbursed for required employment expenses. We helped negotiate a \$9.9 million settlement for merchandiser employees who were not paid for all the hours they worked. The Court granted final approval of the settlement in September 2013.

Rubaker v. Spansion, LLC, No. 09-cv-00842 (N.D. Cal. 2009). Gibbs Mura attorneys and co-counsel filed a class action lawsuit on behalf of former Spansion employees that alleged that the company had failed to provide terminated employees from California and Texas with advance notice of the layoff, as required by the Workers Adjustment and Retraining Notification Act (WARN Act). The bankruptcy court approved the class action settlement we and co-counsel negotiated in 2010. The settlement was valued at \$8.6 million and resulted in cash payments to the former employees.

Securities and Financial Fraud

Todd Benjamin International, Ltd. v. Grant Thornton International, No. 1:20-cv-21808-RNS (S.D. Fla.) – Gibbs Mura served as class counsel for investors in TCA Global Credit Master Fund L.P. and its feeder funds. The investors alleged that the funds' management inflated assets and earnings, and that the funds' auditors knew about the overstatement but failed to take appropriate action. After multiple years of litigation, Gibbs Mura helped secure settlements of \$26.5 million for investors. At the hearing granting final approval on May 20, 2025, Judge Scola thanked counsel for their "excellent work in the case."

Deora v. NantHealth, No. 2:17-cv-1825 (C.D. Cal.) – Gibbs Mura served as Co-lead Counsel for certified classes of investors in litigation alleging violations of federal securities laws related to the healthcare technology company's statements in connections with its initial public offering in 2016 and afterward. In September 2020, the Court granted final approval to a \$16.5 million class action settlement.

In re Peregrine Financial Group Customer Litigation, No. 12-cv-5546 (N.D. Ill.). Mr. Stein was among the attorneys serving as co-lead counsel for futures and commodities investors who lost millions of dollars in the collapse of Peregrine Financial Group, Inc. Through several years of litigation, counsel helped deliver settlements worth more than \$75 million from U.S. Bank, N.A., and JPMorgan Chase Bank, N.A.

In re Chase Bank USA, N.A. "Check Loan" Contract Litigation, No. 09-2032 (N.D. Cal.). Gibbs Mura attorneys and counsel from several firms led this nationwide class action lawsuit alleging deceptive marketing and loan practices by Chase Bank USA, N.A. After a nationwide class was certified, U.S. District Court Judge Maxine M. Chesney granted final approval of a \$100 million settlement on behalf of Chase cardholders.

Mitchell v. American Fair Credit Association, No. 785811-2 (Cal. Super. Ct. Alameda Cty); *Mitchell v. Bankfirst, N.A.*, No. 97-cv-01421 (N.D. Cal.). This class action lawsuit was brought on behalf of California members of the American Fair Credit Association (AFCA). Plaintiffs alleged that AFCA operated an illegal credit repair scheme. The Honorable James Richman certified the class and appointed the firm as class counsel. In February 2003, Judge Ronald Sabraw of the Alameda County Superior Court and Judge Maxine Chesney of the U.S. District Court for the Northern District of California granted final approval of settlements valued at over \$40 million.

Data Breach and Privacy

Brooks et al. v. Thomson Reuters Corporation, Case No. 21-cv-01418-EMC (N.D. Cal.) Gibbs Mura attorneys serve as court-appointed class counsel in this data privacy case against Thomson Reuters for its CLEAR product. The lawsuit alleged that Thomson Reuters collected millions of California residents' personal and confidential information and then sold access to it without their knowledge or consent. After the court granted plaintiffs' motion for class certification, the parties reached a class settlement for \$27.5 million and substantial injunctive relief. The court granted final approval of the settlement on February 21, 2025.

In re Equifax, Inc. Customer Data Security Breach Litig., MDL No. 2800, No. 1:17-md-2800 (N.D. Ga.) Gibbs Mura attorneys served on the Plaintiffs' Executive Committee in this nationwide class action stemming from a 2017 data breach that exposed social security numbers, birth dates, addresses, and in some cases, credit card numbers of more than 147 million consumers. On January 13, 2020, the Court granted final approval to a settlement valued at \$1.5 billion. Gibbs Mura attorneys played an integral role in negotiating key business practice changes, including overhauling Equifax's handling of consumers' personal information and data security.

In re Anthem, Inc. Data Breach Litig., MDL No. 2617, No. 15-md-02617 (N.D. Cal.). Gibbs Mura attorneys served as part of the four-firm leadership team in this nationwide class action stemming from the largest healthcare data breach in history affecting approximately 80 million people. On August 15, 2018, the Court granted final approval to a \$115 million cash settlement.

In re: Vizio, Inc. Consumer Privacy Litigation, MDL No. 8:16-ml-02963 (C.D. Cal.). Gibbs Mura attorneys served as co-lead counsel in this multi-district lawsuit alleging that Vizio collected and sold data about consumers' television viewing habits and their digital identities to advertisers without consumers' knowledge or consent. Counsel achieved an important ruling on the application of the Video Privacy Protection Act (VPPA), a 1988 federal privacy law, which had never been extended to television manufacturers. The firm negotiated a settlement providing for class-wide injunctive relief transforming the company's data collection practices, as well as a \$17 million fund to compensate consumers who were affected. In granting preliminary approval, Judge Josephine Staton stated, "I'm glad I appointed all of you as lead counsel, because -- it probably is the best set of papers I've had on preliminary approval." She also noted "[E]very class member will benefit from the injunctive relief." On July 31, 2019, the Court granted final approval of the settlement.

In re Adobe Systems Inc. Privacy Litig., No. 13-cv-05226 (N.D. Cal.). In this nationwide class action stemming from a 2013 data breach, attorneys from Gibbs Mura served as lead counsel on behalf of the millions of potentially affected consumers. Counsel achieved a landmark ruling on Article III standing (which has since been relied upon by the Seventh Circuit Court of Appeals and other courts) and then went on to negotiate a settlement requiring Adobe to provide enhanced security relief—including the implementation and maintenance of enhanced intrusion detection, network segmentation, and encryption.

Whitaker v. Health Net of Cal., Inc., et al., No. 11-cv-00910 (E.D. Cal.); *Shurtleff v. Health Net of Cal., Inc.*, No. 34-2012-00121600 (Cal. Super Ct. Sacramento Cty). Gibbs Mura attorneys served as co-lead counsel in this patient privacy case. On June 24, 2014, the court granted final approval of a settlement that provided class members with credit monitoring, established a \$2 million fund to reimburse consumers for related identity theft incidents, and instituted material upgrades to and monitoring of Health Net's information security protocols.

Smith v. Regents of the University of California, San Francisco, No. RG-08-410004 (Cal. Super Ct. Alameda Cty). Gibbs Mura attorneys represented a patient who alleged that UCSF's disclosure of its patients' medical data to outside vendors violated California medical privacy law. The firm succeeded in negotiating improvements to UCSF's privacy procedures on behalf of a certified class of patients of the UCSF medical center. In approving the stipulated permanent injunction, Judge Stephen Brick found that "plaintiff Smith has achieved a substantial benefit to the entire class and the public at large."

Mass Tort

In re Actos Pioglitazone-Products Liability Litigation, No. 6:11-md-2299 (W.D. La.). Gibbs Mura partners represented individuals who were diagnosed with bladder cancer after taking the oral diabetic drug Actos. The federal litigation resulted in a \$2.37 billion settlement.

In re Yasmin and Yaz (Drospirenone) Marketing, Sales, Practices and Products Liability Litigation, MDL No. 2385, No. 3:09-md-02100 (S.D. Ill.). Gibbs Mura attorneys represented women throughout the country who suffered serious side effects after taking Yaz, Yasmin and Ocella birth control. The federal litigation resulted in settlements worth approximately \$1.6 billion.

In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation, MDL No. 2385, No. 3:12-md-02385 (S.D. Ill.), Gibbs Mura attorneys represented patients who suffered irreversible internal bleeding after taking Pradaxa blood thinners. Lawsuit resolved for settlements of approximately \$650 million.

Sexual Assault Litigation

A.B. v. Regents of the University of California No. 2:20-cv-9555 (C.D. Cal.) – Gibbs Mura represents former patients of UCLA OB-GYN Dr. James Heaps in a class action lawsuit alleging assault, abuse and harassment violations, and accusing UCLA of failing to protect patients after first becoming aware of the doctor's misconduct. Final settlement approval was granted on November 10, 2021, providing \$73 million in compensation to former patients of Dr. Heaps as well as requiring a series of business practice reforms by UCLA for better handling of sexual assault investigations and practices going forward. The settlement is innovative for its flexible, tiered, trauma-informed approach, which allowed women to choose their own level of engagement in a non adversarial process.

Government Reform

Paeste v. Government of Guam, No. 11-cv-0008 (D. Guam); Gibbs Mura attorneys and co-counsel served as Class Counsel in litigation alleging the Government of Guam had a longstanding practice of delaying tax refunds for years on end, with the Government owing over \$200 million in past due refunds. After certifying a litigation class, Plaintiffs prevailed on both of their claims at the summary judgment stage, obtaining a permanent injunction that reformed the government's administration of tax refunds. The judgment and injunction were upheld on appeal in a published decision by the Ninth Circuit. *Paeste v. Gov't of Guam*, 798 F.3d 1228 (9th Cir. 2015).

EXHIBIT 3



FIRM RESUME

FeganScott LLC is a nationwide class-action law firm dedicated to helping victims of consumer fraud, antitrust violations, toxic torts, sexual abuse, and discrimination, while also addressing community-driven legal needs. Established in 2019 and growing at a quick, but concerted pace, the firm has offices in Chicago, New York, Pittsburgh, Philadelphia, Houston, Washington, D.C., and Santa Monica.

Built on core values of justice, integrity, and excellence, FeganScott is not simply another law firm. It is a passionate group of skilled lawyers who put clients first – fighting to impose accountability and enact global change. With the success of founder Elizabeth A. Fegan and experience of seasoned civil and commercial trial attorney Timothy A. Scott, the firm’s legal industry veterans have recovered more than \$1 billion for clients. More information regarding the firm and its current cases can be found at www.feganscott.com.

ATTORNEY BIOGRAPHIES

Managing Members

Elizabeth A. Fegan (Chicago)

Founder and Managing Member Elizabeth Fegan fights for victims of sexual abuse, discrimination, consumer fraud, antitrust violations, toxic torts, and other offenses. In 27 years practicing law, Beth has recovered more than \$1 billion for her clients nationwide.



Beth is on the vanguard in the legal battles surrounding sexual assault, abuse, and harassment. In 2022, Beth represented the First Partner of California in connection with her testimony against Harvey Weinstein in the criminal trial in the Superior Court of California (County of Los Angeles). In addition to working on the front lines of the #MeToo movement, Beth has successfully led antitrust, consumer protection, and commercial class actions. Several examples follow:

Hyundai-Kia ABS Module Litigation (C.D. Cal): Beth was appointed Co-Lead Counsel in an automobile defect class action relating to a defect in a vehicle component that would cause the vehicle to spontaneously erupt in flames. The parties reached a settlement on

behalf of an estimated three million class members, which was granted final approval in May 2023. The settlement is valued at a minimum of \$326 million.

In re Kia-Hyundai Vehicle Theft Litigation, MDL No. 3052 (C.D. Cal): Beth was appointed *sua sponte* as Interim Class Counsel and later appointed as Co-Lead Counsel for consumers in an automobile defect class action relating to the nationwide epidemic of stolen Kia and Hyundai vehicles. On October 1, 2024, the court granted final approval of a settlement valued in excess of \$200 million, covering approximately nine million class vehicles.

In re Aqueous Film-Forming Foams Products Liability Litigation (D.S.C.): Beth was appointed Class Counsel in two class action settlements for classes of Public Water Systems alleging chemical manufacturers 3M Corporation and DuPont were liable for contamination of public water systems with “forever chemicals.” Final approval of the settlements was granted in April 2024, with the 3M settlement creating a common fund of \$10.3 billion, and the DuPont settlement creating a common fund of \$1.2 billion.

In re TikTok, Inc., Consumer Privacy Litigation, MDL No. 2948 (N.D. Ill.): Beth was appointed *sua sponte* as Co-Lead Counsel and achieved an historic \$92 million settlement in that case. The settlement, which received final approval in 2022, was one of the largest ever achieved in a consumer privacy class action lawsuit.

NCAA Student-Athlete Concussions (N.D. Ill.): Beth prosecuted class claims as part of the Lead Counsel team against the NCAA for negligence due to lack of an enforceable concussion management protocol. Result: Settlement providing for the implementation of protocols that meet best practices, and the establishment of a \$75 million, 50-year medical monitoring program for all current and former student-athletes.

Multi-Year Grants-in-Aid (athletic scholarships) (S.D. Ind.): In a series of antitrust class actions, Beth prosecuted antitrust claims against the NCAA based on the prohibition of multi-year grants-in-aid (GIAs) which, together with caps on the number of GIAs per team, worked to the detriment of student-athletes. Result: the NCAA lifted the ban on multi-year GIAs.

USC Student Health Center Sexual Abuse (C.D. Cal.): In this Title IX and negligence action for sexual abuse by a university gynecologist of thousands of students, Beth was part of the lead counsel team for the nationwide class. The parties reached a \$240 million settlement, which received final approval in 2020.

Senior annuities consumer protection class actions: In a series of class actions against insurance companies that sold equity-indexed deferred annuities that targeted, but were inappropriate for, senior citizens, Beth was appointed to lead counsel and executive committee positions. These cases led to numerous settlements, *e.g.*, American Equity

Senior Annuities Fraud (C.D. Cal.) (\$129 million settlement) and Midland Senior Annuities Fraud (C.D. Cal.) (\$79.5 million settlement).

Baby Products Antitrust (E.D. Pa.): As co-lead counsel for a class of consumers overcharged for high-end baby products (e.g., strollers, highchairs) as the result of a price-fixing conspiracy between Babies 'R Us and baby product manufacturers, Beth and the team achieved a \$35 million settlement after class certification was granted, summary judgment denied, and on the eve of trial.

In re Stericycle, Inc., Sterisafe Contract Litig. (N.D. Ill.): As local counsel and part of the lead counsel team, Beth prosecuted this breach of contract class action on behalf of customers whose subscription charges were increased without approval over time. The \$295 million settlement received final approval in 2018.

Pre-Filled Propane Tank Marketing and Sales Practices (W.D. Mo.): As co-lead counsel for a class of consumers who purchased propane tanks for barbecues, Beth prosecuted this antitrust class action against the two dominant manufacturers who engaged in price fixing. The case settled for a \$35 million common fund.

Nexium Pharmaceutical Antitrust Fraud (Mass.): After class certification, Beth was appointed to the lead trial team to try antitrust claims on behalf of Massachusetts payors for Nexium. This single-state case was settled the night before trial for \$20 million.

Prior to founding FeganScott, Beth launched the Chicago office of Hagens Berman Sobol Shapiro, where she grew the firm significantly during her 15 years of leadership as managing partner. Before that, she was partner at The Wexler Firm in Chicago, where she launched her plaintiffs'-side career as interim managing partner.

Additionally, as an associate at Shefsky & Froelich in Chicago, Beth served in several local government appointments, including positions as special assistant corporation counsel to the City of Chicago, the Chicago Park District, and the Public Building Commission of Chicago. She also served on special master teams in federal and state court class actions, including with the Hon. Wayne Andersen (ret.), Northern District of Illinois. From 2001-2004, Beth taught legal writing at her alma mater, Loyola University Chicago School of Law.

Timothy A. Scott (Chicago)

Timothy Scott is a founding member of FeganScott with more than two decades of experience. He has advocated on behalf of a wide range of clients, from individuals in catastrophic personal injury cases to classes of consumers and corporate defendants in highly complex, multi-district litigation.



As a managing member, Tim serves many corporate clients in commercial litigation matters involving breaches of contracts, deceptive business practices, defaults in financing and security agreements, and breaches of representations and warranties.

Tim has extensive experience in class action litigation including cases involving antitrust and consumer fraud, often serving as lead or co-lead counsel in these complex cases.

Of Counsel

Lynn A. Ellenberger (Pittsburgh, PA)

Throughout her career, Lynn A. Ellenberger, Of Counsel at FeganScott, has challenged violations of civil and constitutional rights. At FeganScott, she fights for victims of sexual abuse and harassment, demands accountability for consumers injured or defrauded by large corporations, and represents individuals alleging employment discrimination and other civil rights violations. She also represents criminal defendants challenging their convictions in federal habeas corpus proceedings and appeals.



Lynn recently led a FeganScott team at trial in a sexual abuse case against a spa and massage therapist on behalf of nine women who were abused by the masseuse during their treatments. The spa settled in the middle of trial for more than \$3 million and the jury returned a verdict against the massage therapist for more than \$10 million.

Before establishing FeganScott's Pittsburgh office, Lynn was an Assistant Federal Public Defender in the Western District of Pennsylvania. She represented clients on death row and those serving near-life prison sentences. She obtained one client's release from prison after serving 28 years for an unconstitutional conviction. Her former client is on the National Registry of Exonerations. She also succeeded in overturning a death sentence for an intellectually

disabled client and reversing a death sentence of a profoundly mentally ill client. Then and now, Lynn's passion to provide skilled legal representation to those unable to afford it has resulted in life-changing victories for her clients.

Prior to serving as an Assistant Federal Public Defender, Lynn was a partner at the Chicago law firm of Shefsky & Froelich where she represented businesses and governmental agencies in trial and appellate proceedings. After law school, Lynn was law clerk to Honorable Maurice B. Cohill, Jr. of the United States District Court, Western District of Pennsylvania.

Lynn received her law degree from Vanderbilt University School of Law where she was awarded the Junius I. Allison Prize for Public Interest Work. Lynn graduated Phi Beta Kappa and *magnum cum laude* with honors from the Economics department from Washington and Jefferson College. Today she serves on W&J's Pre-Law Advisory Committee.

Lynn is a sought-after speaker and author on topics that include sexual abuse, mental illness, intellectual disabilities, the death penalty, and appellate practice. Lynn is an avid tennis player and organizes tennis community service events that provide free tennis racquets and instruction to local children interested in the game of tennis.

Jonathan D. Lindenfeld (New York)

Jonathan Lindenfeld, Of Counsel at FeganScott, has developed an impressive record representing victims of consumer and securities frauds in class actions against some of the largest Fortune 500 companies in the financial, pharmaceutical, and automotive industries.



Jonathan was an integral part of the Lead Counsel team in *Zakikhani, et al. v. Hyundai Motor Company, et al.*, 8:20-cv-01584-SB-JDE (C.D. Cal.), which concerned a potentially deadly defect affecting millions of Hyundai and Kia vehicles, across dozens of models and over a decade of production model years. After several years of hard-fought litigation, FeganScott was able to achieve a settlement with the defendants on behalf of approximately three million class vehicle owners and lessees. When granting preliminary approval of the settlement, Judge Blumenfeld noted that the settlement was "comprehensive" and without "any obvious deficiencies." The settlement is valued at a minimum of \$326 million and may exceed \$650 million. Jonathan also played a central role in litigating through final approval of a settlement valued in excess of \$200 million in *In re Kia-Hyundai Vehicle Theft Litigation*, MDL No. 3052 (C.D. Cal).

Jonathan continues to litigate automobile defect class actions against the most popular car manufacturers in the world, including Hyundai, Kia, Honda, and Ford. In April 2023, Jonathan was appointed to the Plaintiffs' Executive Committee in *Mackie et al v. American Honda Motor*

Co., Inc. et al., No. 2022-cv-00736 (D. Minn.), an automobile class action representing millions of owners of Honda vehicles suffering from an engine defect.

Jonathan's prior experience includes securities litigation and shareholder derivative litigation while representing individual and institutional investors. Joining FeganScott in 2020, Jonathan opened the firm's New York City office.

Before joining FeganScott, Jonathan was an associate at the New York-based firm Pomerantz LLP, where his practice focused on federal securities litigation. At Pomerantz, Jonathan litigated cases against some of the largest generic pharmaceutical companies in the United States, arising from their alleged anticompetitive practices. Jonathan has worked alongside economic and legal experts to obtain numerous precedent-setting decisions, which have paved new avenues of relief for damaged investors.

Jonathan earned his Juris Doctor from Hofstra University School of Law, where he graduated *cum laude* with an honors business law concentration and interned at the U.S. Attorney's Office, Eastern District of New York. He was also an editor for the Hofstra Law Journal of International Business and Law. After law school, Jonathan was an associate at Levi & Korsinsky LLP. Jonathan earned his bachelor's degree in economics from Queens College.

Jonathan has been named to the New York *Super Lawyers* "Rising Stars" list each year since 2020 and to *Best Lawyers* "Ones to Watch" list for 2024 and 2025.

Jonathan is licensed in the states of New York and New Jersey; Southern District of New York; District of New Jersey; Eastern District of Michigan; and U.S. Courts of Appeals for the Third and Tenth Circuits.

Michael von Klemperer (Washington, D.C.)

Mike von Klemperer has devoted his career to fighting corporate fraud and wrongdoing. With over a decade of experience prosecuting high-profile and complex cases in a wide range of areas, including healthcare fraud, consumer protection, employment discrimination, class actions, whistleblower qui tam cases, antitrust, and patent infringement suits. Mike joined FeganScott in 2024 to serve the firm's consumer fraud practice from its newly opened Washington, D.C. office.



Before starting at FeganScott, Mike was a shareholder at Baron & Budd P.C. There, he played a leading role in cases seeking to hold the pharmaceutical industry accountable for its role in the opioid crisis and represented states and other government entities in litigation against

manufacturers, distributors, and retail pharmacies, ultimately helping to recover over \$1 billion for his clients.

Mike earned his Juris Doctor from Vanderbilt University Law School and then clerked at the U.S. District Court for the District of Columbia. After his clerkship, von Klemperer served as an associate for Kotchen & Low L.L.P. a boutique litigation firm based in Washington, D.C.

Senior Associate

Megan Shannon (Chicago)

Megan Shannon is a senior associate attorney at FeganScott's Chicago office. In this role, she helps prosecute class action cases across the firm's numerous practice areas, with particular attention on data privacy.



Prior to joining FeganScott, Megan was an associate attorney with Stephan Zouras LLP, where she started as a law clerk in 2017. After starting as an associate attorney in 2019, Megan independently managed over thirty complex class action cases, most of which focused on Illinois Biometric Information Privacy Act ("BIPA") claims and wage and hour matters under the Fair Labor Standards Act. Through her BIPA practice, Megan gained invaluable experience litigating matters of first impression, including assisting in various appeals to the Seventh Circuit and Illinois Appellate Court.

Megan earned her Juris Doctor from Chicago-Kent College of Law, where she graduated cum laude with a certificate in Workplace Litigation and Alternative Dispute Resolution. During her time at Chicago-Kent, Megan held the position of student editor for the Employee Rights and Employment Policy Journal and served as a fundraising event chair for the Kent Justice Foundation. As a law student, Megan interned in the City of Chicago Legal Department's Labor Division. She earned Bachelor of Arts degrees in political science and international studies from Loyola University Chicago.

Kyle Jacobsen (Philadelphia, PA)

Attorney Kyle A. Jacobsen has spent nearly a decade working on a variety of complex civil and criminal matters. Joining FeganScott in 2024, Kyle supports the Firm's antitrust and class action practices from its newly opened Philadelphia office.

At his previous firm, Ross Feller Casey, LLP, Kyle litigated cases primarily involving catastrophic medical malpractice, products liability, sexual assault, and wrongful death. He second-chaired multiple jury trials that went to verdict, and helped recover several tens of millions of dollars for victims and their families.

Kyle graduated cum laude from Temple University's Beasley School of Law and earned his undergraduate degree from Penn State University's Smeal College of Business.



Associate

Georgia Zacest (Texas)

Georgia Zacest is an associate attorney at FeganScott, where she supports the firm's civil rights and class action practice groups.

Prior to joining FeganScott, Georgia was an associate attorney at Case Law Ltd., a San Francisco-based personal injury firm, where she started as an intern in 2022. Her responsibilities there included drafting legal documents, communicating with clients, and negotiating successful settlements both pre-litigation and in mediation and settlement conferences.

Georgia earned her Juris Doctor from the University of Oregon School of Law, graduating Order of the Coif and with Outstanding Pro Bono Honors and a Mediation Certificate. During her time at Oregon Law, Georgia was Executive Editor of the Oregon Review of International Law. She also engaged in a project with the Honorable Karsten J. Rasmussen, drafting documents to submit to the Department of Interior and the Bureau of Land Management regarding forestland taxation in Oregon. Georgia earned a Bachelor of Arts in History and English from Boise State University, where she was a Division I athlete and a Top Ten Scholar.



Ashali Chimata (Washington, D.C.)

Ashali Chimata is an associate at FeganScott's Washington, D.C. office, where she supports the firm's class action practice.

Before joining FeganScott, Ashali served as a law clerk to the Honorable Robert E. Grossman of the United States Bankruptcy Court for the Eastern District of New York.

Ashali earned her J.D. from William & Mary Law School, where she was the Senior Notes Editor of the William & Mary Law Review and wrote her Note on the treatment of mass tort victims under the Bankruptcy Code. She earned her Bachelor of Arts in International Affairs from Texas A&M University.



Staff Attorney

Shannon Lohrentz

Shannon Lohrentz joined the FeganScott team as a staff attorney in 2024, bringing extensive experience managing complex e-discovery and document review initiatives to the firm.

Throughout her career, Shannon has used her e-discovery and document review expertise to advance litigation across antitrust, securities and employment practice areas. Most recently, Shannon excelled as a document review attorney at KLDISCOVERY, where she led quality control and privilege review projects, utilizing a variety of e-discovery software.

Shannon earned her Juris Doctor with a Certificate in International and Comparative Law from DePaul University College of Law and her Bachelor of Arts in English from DePaul University.



Dawn Ehlke

Dawn Ehlke joined FeganScott as a staff attorney in 2024. Experienced in document review and class action administration, she brings valuable expertise to support litigation across the firm's practice areas.

Previously, Dawn worked at K&L Gates as an e-discovery attorney before spending 15 years in senior customer success positions at various software companies, including Limeade, Zonar Systems and Thomson Reuters.

Dawn earned her Juris Doctor from Temple University School of Law and her Bachelor of Arts in History from the University of Washington.

