

EXHIBIT 1

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Attorneys for Defendants

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RAEF LAWSON, in his capacities as Private
Attorney General Representative,

Plaintiff,

v.

GRUBHUB HOLDINGS INC. and
GRUBHUB INC.,

Defendants.

CASE NO. 3:15-cv-05128-JSC

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Judge: Hon. Jacqueline Scott Corley
Action Filed: September 23, 2015
Trial Date: Not set

1 This Class Action Settlement Agreement and Release, including Exhibits A through C hereto
2 (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiff
3 Raef Lawson (“Plaintiff”) on behalf of himself and the Settlement Class, as defined below, on the one
4 hand, and Defendants Grubhub Holdings Inc. and Grubhub Inc. (collectively, “Grubhub” or
5 “Defendants”) on the other hand.

6 Plaintiff and Defendants (collectively, the “Parties”) enter into this Agreement to effect a full
7 and final settlement and preclusive judgment resolving all claims brought or that could have been
8 brought against Grubhub in *Lawson v. Grubhub, Inc.*, No. 15-CV-05128-JSC, in the United States
9 District Court, Northern District of California (the “Action”), and all claims based on or reasonably
10 related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and
11 settle the Released Claims, as defined and on the terms set forth below, and to the full extent reflected
12 herein, subject to the approval of the Court.

13 **I. RECITALS**

14 This Agreement is made in consideration of the following facts:

15 1.1 WHEREAS, on September 23, 2015, Mr. Andrew Tan filed a class action complaint in
16 the Superior Court of California, San Francisco County, No. CGC-15-548103, asserting on behalf of
17 himself and all Delivery Partners classified by Grubhub as independent contractors in California
18 various wage-related claims against Grubhub arising from its alleged misclassification of Delivery
19 Partners as independent contractors. Specifically, Mr. Tan alleged that Grubhub failed to reimburse
20 business expenses, provide proper itemized wage statements, pay minimum wage or overtime, and, in
21 doing so, engaged in unlawful and/or unfair business practices in violation of California’s Unfair
22 Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.;

23 1.2 WHEREAS, on November 11, 2015, Grubhub filed a notice of removal to the United
24 States District Court for the Northern District of California, No. 15-CV-05128-JSC. On December 15,
25 2015, Mr. Tan filed a First Amended Complaint, adding Plaintiff Raef Lawson and a claim for civil
26 penalties under California’s Private Attorneys General Act (“PAGA”), Labor Code § 2698, et seq. And
27 on April 12, 2016, Plaintiff filed a Second Amended Complaint, dropping the wage-statement claim;
28

1 1.3 WHEREAS, on July 19, 2016, the Court granted Grubhub’s motion for an order denying
2 class certification. The Parties then stipulated on November 4, 2016, to the dismissal of Mr. Tan from
3 the Action, with prejudice;

4 1.4 WHEREAS, on June 15, 2017, the Court granted the Parties’ stipulation to bifurcate
5 trial and discovery, with the first phase limited to Plaintiff’s individual claims and the issue whether
6 Plaintiff alone is an “aggrieved employee” under PAGA. The Parties further agreed that, if Plaintiff
7 proved he was an “aggrieved employee,” the second phase of trial and discovery would relate to other
8 purported aggrieved individuals and the manageability of trying Plaintiff’s PAGA claim;

9 1.5 WHEREAS, following a seven-day bench trial, the Court issued a judgment in favor of
10 Grubhub and against Plaintiff on February 8, 2018, finding that Plaintiff was properly classified as an
11 independent contractor under *S.G. Borello & Sons, Inc. v. Department of Indus. Relations.*, 48 Cal. 3d
12 341 (1989), during the time he performed delivery services using the Grubhub platform. Plaintiff
13 timely filed a notice of appeal on March 7, 2018;

14 1.6 WHEREAS, while the judgment was on appeal, the California Supreme Court issued
15 its decision in *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903, 917 (2018), which
16 adopted the ABC test to determine worker classification for purposes of California wage orders. The
17 California Legislature then adopted Assembly Bill 5 (“AB 5”) which, effective January 1, 2020,
18 extended the ABC test to all provisions of the California Labor Code. And on November 3, 2020,
19 California voters approved Proposition 22 (“Prop 22”), which provides that “an app-based driver is an
20 independent contractor and not an employee or agent with respect to the app-based driver’s relationship
21 with a network company” if certain conditions are met, Cal. Bus. & Prof. Code § 7451;

22 1.7 WHEREAS, on September 20, 2021, the Ninth Circuit affirmed the denial of class
23 certification; vacated the judgment for Grubhub on Plaintiff’s minimum wage, overtime, and expense
24 reimbursement claims; and remanded for further proceedings in light of the intervening change in law;

25 1.8 WHEREAS, on March 30, 2023, the Court concluded on remand that *Borello* continued
26 to govern Plaintiff’s classification for purposes of his expense reimbursement claim and that he was
27 properly classified as an independent contractor under that test. The Court further held that Grubhub
28 did not satisfy AB5’s business-to-business exemption or Prong B of the ABC test and so misclassified

1 Plaintiff as an independent contractor for purposes of his minimum wage and overtime claims. The
2 Court found Plaintiff was entitled to judgment on his minimum wage claim—with nine days of
3 damages in the total amount of \$65.11—but that Grubhub was entitled to judgment on the overtime
4 and expense reimbursement claims;

5 1.9 WHEREAS, on February 1, 2024, the Court held that Plaintiff lacked Article III
6 standing to pursue PAGA penalties for the representative overtime and expense reimbursement claims
7 and stayed those claims pending final adjudication of the representative minimum wage claim. The
8 Court also held that Plaintiff lacked constitutional standing to recover PAGA penalties for minimum
9 wage violations based on off-block time spent waiting for delivery requests. Although noting that its
10 analysis may change as the record develops, the Court determined that Plaintiff had standing to pursue
11 PAGA penalties based on time spent on block. And on July 23, 2024, the Court ruled that Lawson
12 lacked Article III standing to recover PAGA penalties for any minimum wage violations that allegedly
13 occurred after Prop 22 took effect. The Court thus limited the relevant PAGA period from December
14 3, 2014, through December 16, 2020;

15 1.10 WHEREAS, Grubhub has produced more than nine gigabytes of data showing
16 scheduled block hours, toggled-on status, pay, and time spent performing deliveries for each Delivery
17 Partner in California for each day. The production also contained more granular offer and order data
18 comprising more than 99 million entries;

19 1.11 WHEREAS, the parties have diligently and in good faith engaged in five private
20 mediations, including with respected employment mediator Mark. S. Rudy on or about April 11, 2017,
21 with the Honorable Joseph C. Spero on or about July 11, 2017, and with respected wage-and-hour
22 mediator Tripper Ortman on or about October 21, 2019, November 30, 2022, and September 13, 2024.
23 Before agreeing to the terms of this Agreement, and in preparation for the mediations, the Parties
24 engaged in extensive informal discovery, exchanging information, documents, and voluminous data,
25 which enabled the Parties and the mediator to thoroughly evaluate Plaintiff's claims and the claims of
26 the putative Settlement Class Members, and the likely outcomes, risks, and expense of pursuing
27 litigation;

1.12 WHEREAS, Plaintiff alleges generally that Grubhub improperly classified him and all putative Settlement Class Members as independent contractors rather than employees, and asserts derivative claims related thereto;

1.13 WHEREAS, Grubhub denies the allegations in the Action; maintains that each Delivery Partner's claims must be individually arbitrated pursuant to any arbitration agreement to which that Delivery Partner may be bound; denies that it has engaged in any wrongdoing; denies that any Settlement Class Member was ever an employee of Grubhub; denies that Plaintiff's allegations state valid claims; denies that Plaintiff's claims could properly be maintained as a collective, class, or representative action; and states that it is entering into this Settlement Agreement solely to eliminate the burden, expense, and delay of further litigation and arbitrations, and on the express conditions that: (a) if for any reason the Settlement is not finalized according to the terms of this Agreement, the Settlement and the documents generated as a result of the Settlement shall be void ab initio, and shall not be admissible or usable for any purpose in any of the cases included in the Action or any other civil or administrative proceeding or arbitration; and (b) this Settlement and the documents generated as a result of the Settlement are not admissible or usable in any other civil or administrative proceeding or arbitration, except to the extent necessary to enforce this Settlement and the orders, judgment, and agreements arising from this Settlement;

1.14 WHEREAS, a bona fide dispute exists as to whether any amount of wages, expenses, or penalties are due from Grubhub to any putative Settlement Class Member or to the California Labor and Workforce Development Agency ("LWDA") as alleged in the Second Amended Complaint;

1.15 WHEREAS, Plaintiff and Settlement Class Counsel believe that the global Settlement provides a favorable recovery for the Settlement Class, based on the claims asserted in the Second Amended Complaint, the evidence developed, and the violations that might be proven against Grubhub in the Action. Plaintiff and Settlement Class Counsel further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Grubhub through trial and appeals. They also have considered the uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action, as well as the difficulties and delays inherent in any such litigation. They are also mindful of the inherent challenges of proof and the strength of the defenses to

1 the alleged claims, and therefore believe that it is desirable that the Released Claims be fully and finally
2 compromised, settled, and resolved with prejudice as set forth herein, subject to the approval of the
3 Court;

4 1.16 WHEREAS, Plaintiff and Settlement Class Counsel, based on their own independent
5 investigations and evaluations, have examined the benefits to be obtained under the terms of this
6 Settlement Agreement, have considered the claims of Plaintiff, the claims of the average Settlement
7 Class Member, the risks associated with the continued prosecution of the Action, and the likelihood of
8 success on the merits of the Action, and believe that, after considering all the circumstances, including
9 the uncertainties surrounding the risk of further litigation and the defenses that Grubhub has asserted
10 and could assert, the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, in
11 the best interests of Plaintiff and the Settlement Class, and confers substantial benefits upon the
12 Settlement Class;

13 1.17 WHEREAS, Plaintiff warrants and represents that he is effecting this Settlement and
14 executing this Agreement after having received full legal advice as to his respective rights and has had
15 the opportunity to obtain independent counsel to review this Agreement;

16 1.18 WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement,
17 any of the terms of this Agreement, and any documents filed in connection with the Settlement shall
18 not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or
19 evidence of: (i) any wrongdoing by any Released Parties; (ii) any violation of any statute, law, or
20 regulation by Released Parties; (iii) any liability on the claims or allegations in the Action on the part
21 of any Released Parties; (iv) any waiver of Grubhub's right to arbitration or the enforceability of any
22 Grubhub's arbitration agreement; or (v) the propriety of certifying a litigation class or collective action
23 or pursuing representative relief under PAGA in the Action or any other proceeding; and shall not be
24 used by any Person for any purpose whatsoever in any administrative or legal proceeding, including
25 but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement. There
26 has been no final determination as to the merits of the claims asserted by Plaintiff against Grubhub, nor
27 has there been any final determination as to whether representative claims may properly be pursued,
28 other than for settlement purposes only;

1.19 WHEREAS, for settlement purposes only, Grubhub will stipulate to the certification of class claims that are subject to the certification requirements of Federal Rule of Civil Procedure 23, on the express conditions that Grubhub does so exclusively for settlement purposes and does not waive its right to compel arbitration or oppose class certification for any other purpose. If this Settlement Agreement is not preliminarily or finally approved, this paragraph, the Settlement Agreement, and any class certified pursuant to the Settlement Agreement are all void ab initio. Grubhub disputes that certification is proper for the purposes of litigating the class claims proposed in or flowing from the claims asserted in this Action;

1.20 WHEREAS, for settlement purposes only, Grubhub will stipulate to the conditional certification of claims that are subject to the certification requirements of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., on the express conditions that Grubhub does so exclusively for settlement purposes and does not waive its right to compel arbitration or oppose class certification for any other purpose. If this Settlement Agreement is not preliminarily or finally approved, this paragraph, the Settlement Agreement, and any collective action certified pursuant to the Settlement Agreement are all void ab initio. Grubhub disputes that conditional certification is proper for the purposes of litigating the FLSA claims proposed in or flowing from the claims asserted in this Action;

1.21 WHEREAS, the Parties desire to compromise and settle all Released Claims, including all issues and claims that have been, could have been, or should have been brought against Grubhub or related persons in the Action;

1.22 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiff for himself and on behalf of the Settlement Class and by Grubhub, that, subject to the approval of the Court, the Action shall be settled, compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Settlement Agreement.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Settlement Agreement, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

2.1 “Bar Date” means the final time and date by which a Claim Form must be postmarked or submitted to the Settlement Administrator for a Settlement Class Member to be eligible to receive an Individual Settlement Payment. The Bar Date shall be sixty (60) days after the Notice Distribution Date and shall be specifically identified and set forth in the Preliminary Approval Order and the Settlement Class Notice. Notwithstanding this “Bar Date”, the parties may agree to allow Settlement Class Members to continue to submit claims up to the latest time practicable in order for them to be included in the settlement distribution.

2.2 “Authorized Claimant” means any Settlement Class Member who submits a valid and timely Claim that qualifies for a payment under the terms of this Settlement Agreement and who by validly and timely submitting the Claim using the Claim Form consents to join as a party plaintiff in the Fair Labor Standards Act (“FLSA”) claims in this Action.

2.3 “Authorized Claimants’ Released Claims” means all of the Settlement Class Members’ Released Claims as well as any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, liquidated damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, against the Released Parties or any of them based on putative violations of federal law based on or related to the claims asserted in or that could have been asserted in this Action under the FLSA. “Authorized Claimants’ Released Claims” include any unknown claims that an Authorized Claimant does not know or suspect to exist in his or her favor, which if known by him or her, might have affected this Settlement Agreement and release of the Released Parties.

2.4 “Claim” means the submission to be made by a Settlement Class Member using the Claim Form, which form shall serve as the Settlement Class Member’s means of requesting payment from the Total Settlement Amount and serve as that Settlement Class Member’s Consent to Join as a party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b).

2.5 “Claim Form” means the document included in the Settlement Class Notice without material variation from the relevant portion of Exhibit A. The Claim Form, if signed by a Settlement Class Member and timely and validly submitted to the Settlement Administrator, shall serve as that Settlement Class Member’s Consent to Join as a party plaintiff to the FLSA claims asserted in this

1 Action pursuant to 29 U.S.C. § 216(b), and effect a full and complete release of all claims under the
2 FLSA based on or reasonably related to the claims asserted in this Action. To be valid, a Claim Form
3 must be signed without any deletion or amendment to its language regarding the release of the FLSA
4 claims and without any deletion or amendment to any other portion. If the Court does not finally
5 approve this Settlement Agreement, any Consent to Join and release of the FLSA claims filed on behalf
6 of any Settlement Class Member shall be void ab initio.

7 2.6 “Consent to Join” means a Settlement Class Member’s consent to join as a party plaintiff
8 to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b). A Settlement Class
9 Member’s signed Claim Form that is timely and validly submitted to the Settlement Administrator shall
10 serve as that Settlement Class Member’s Consent to Join.

11 2.7 “Delivery Partner” means any individual who has been approved to use or has used the
12 Grubhub platform as an independent contractor service provider.

13 2.8 “Settlement Class Counsel” means Lichten & Liss-Riordan, P.C.

14 2.9 “Court” means the United States District Court for the Northern District of California
15 and the Judge assigned to the Action, the Honorable Jacqueline Scott Corley.

16 2.10 “Dispute Resolution Fund” means the fund consisting of \$ 1 million dollars and no cents
17 (\$1,000,000) set aside from the Total Settlement Amount to be used: (i) to resolve any bona fide
18 disputes that may arise regarding the calculation and disbursement of Individual Settlement Payments
19 according to the Plan of Allocation, as provided in Section V; and (ii) to disburse Individual Settlement
20 Payments to individuals mistakenly excluded from the Settlement Class, as provided in Paragraph 6.11.
21 The Dispute Resolution Fund shall be paid from the Total Settlement Amount. Prior to final approval,
22 the Settlement Administrator shall submit an accounting to the Court of the monies that have been
23 allocated from the Dispute Resolution Fund. Following the Bar Date, any monies not allocated from
24 the Dispute Resolution Fund shall revert to the general fund for distribution to the Settlement Class
25 pursuant to Paragraph 5.8.

26 2.11 “Effective Date” means seven (7) days after which both of the following events have
27 occurred: (i) the Court’s Final Approval order and Judgment has been entered, and (ii) the Court’s
28 Final Approval order and Judgment have become Final.

1 2.12 “Estimated Miles” means the estimated number of straight-line miles from the location
2 where orders are picked up to the location where orders are delivered, for each Settlement Class
3 Member during the Settlement Period, as determined by Grubhub’s records.

4 2.13 “Exclusion/Objection Deadline” means the final date by which a Settlement Class
5 Member may either (i) object to any aspect of the Settlement (pursuant to the Preliminary Approval
6 Order and Section VIII), or (ii) request to be excluded from the Settlement (pursuant to the Preliminary
7 Approval Order and Section VII). The Exclusion/Objection Deadline shall be sixty (60) days after the
8 Notice Distribution Date and shall be specifically identified and set forth in the Preliminary Approval
9 Order and the Settlement Class Notice.

10 2.14 “Final” when referring to a judgment or order, means that (i) the judgment is a final,
11 appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on
12 which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the
13 judgment having been commenced, such appeal or other review is finally concluded and no longer is
14 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for
15 rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has
16 been finally resolved in such manner that affirms the judgment order in its entirety.

17 2.15 “Final Approval” means the Court’s entry of an order that Plaintiff and Grubhub will
18 seek from the Court, to be agreed upon by the Parties, and the entry of which shall reflect the Court’s
19 Judgment finally approving the Settlement Agreement.

20 2.16 “Final Approval Hearing” means the hearing that is to take place after the entry of the
21 Preliminary Approval Order and after the Notice Distribution Date for purposes of: (i) entering Final
22 Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable,
23 and adequate; (iii) ruling upon an application by Settlement Class Counsel for Attorneys’ Fees; and
24 (iv) ruling on the application for a Settlement Class Counsel Award.

25 2.17 “Plaintiff’s General Released Claims” means any and all past, present, and future
26 claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties,
27 rights or liabilities, of any nature and description whatsoever, known or unknown, asserted or
28 unasserted, existing or potential, recognized now or hereafter, contingent or accrued, expected or

1 unexpected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of recovery
2 including, but not limited to, those based in contract or tort, contract, common law or equity, federal,
3 state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential,
4 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or
5 disbursements against the Released Parties, including unknown claims covered by California Civil
6 Code section 1542, as quoted below in Paragraph 9.3, by Plaintiff, arising from December 3, 2014, to
7 the date on which the Court enters the Preliminary Approval Order, for any type of relief that can be
8 released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs,
9 penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest,
10 attorneys' fees, litigation costs, restitution, or equitable relief with the exception of any claims which
11 cannot be released as a matter of law. The claims released pursuant to this paragraph include but are
12 not limited to the Settlement Class Members' Released Claims, as well as any other claims under any
13 provision of the FLSA, the California Labor Code (including sections 132a, 4553 et seq.) or any
14 applicable California Industrial Welfare Commission Wage Orders, and claims under state or federal
15 discrimination statutes, including, without limitation, the California Fair Employment and Housing
16 Act, California Government Code section 12940 et seq.; the Unruh Civil Rights Act, California Civil
17 Code section 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C.
18 § 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Age Discrimination
19 in Employment Act of 1967, as amended; the Employee Retirement Income Security Act of 1974, 29
20 U.S.C. § 1001 et seq.; the National Labor Relations Act; and all of their implementing regulations and
21 interpretive guidelines.

22 2.18 "Individual Settlement Payment" means the amount payable from the Total Settlement
23 Amount to each Settlement Class Member who does not timely and properly request exclusion from
24 the Settlement Class and submits a Claim Form. The Individual Settlement Payment shall be calculated
25 pursuant to Section V herein.

26 2.19 "Judgment" means the judgment to be entered in the Action on Final Approval of this
27 Settlement.
28

1 2.20 “Legally Authorized Representatives” means an administrator/administratrix, personal
2 representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian,
3 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed
4 Person responsible for handling the business affairs of a Settlement Class Member who is not the
5 Settlement Class Member’s counsel.

6 2.21 “Notice Distribution Date” means the date of the initial distribution of the Settlement
7 Class Notice to Settlement Class Members as set forth in Section VI.

8 2.22 “Opt-Out List” means the Court-approved list of all persons who timely and properly
9 request exclusion from the Settlement Class as set forth in Section VII.

10 2.23 “PAGA Claims” means Plaintiff’s representative claims seeking penalties pursuant to
11 PAGA, as alleged in the Second Amended Complaint and/or premised on any other provision of the
12 Labor Code, Wage Orders, or any other statute or regulation based upon independent contractor
13 misclassification to the fullest extent permitted by law.

14 2.24 “PAGA Payment” means a total payment of \$2 million to settle all claims under the
15 PAGA. From this amount, seventy-five percent (75%) will be paid to the LWDA for civil penalties
16 pursuant to the PAGA and twenty-five percent (25%) will be distributed to Settlement Class Members.

17 2.25 “Plaintiff” means Raef Lawson.

18 2.26 “Plan of Allocation” means the plan for allocating the Total Settlement Amount between
19 and among Settlement Class Members as approved by the Court.

20 2.27 “Preliminary Approval Date” means the date that the Court enters the Preliminary
21 Approval Order and thus: (i) preliminarily approves the Settlement Agreement, and the exhibits
22 thereto, and (ii) enters an order providing for notice to the Settlement Class, an opportunity to opt out
23 of the Settlement Class, an opportunity to submit timely objections to the Settlement, a procedure for
24 submitting Claims, and setting a hearing on the fairness of the terms of the Settlement Agreement,
25 including approval of the Settlement Class Counsel Award.

26 2.28 “Preliminary Approval Order” means the order that Plaintiff and Grubhub will seek
27 from the Court, without material variation from Exhibit B. Entry of the Preliminary Approval Order
28 shall constitute preliminary approval of the Settlement Agreement.

2.29 “Released Claims” shall be construed as broadly as possible to effect complete finality over this litigation involving Grubhub. “Released Claims” include (i) Settlement Class Members’ Released Claims, (ii) Plaintiff’s General Released Claims, and (iii) Authorized Claimants’ Released Claims. Notwithstanding any other provision of this Settlement Agreement, “Released Claims” do not include claims for personal injuries. Moreover, the release of any claims under the FLSA contemplated by this Settlement Agreement shall be effectuated only after a Settlement Class Member has timely and validly submitted a Claim Form and thereby Consented to Join as a party to the FLSA claims asserted in this action pursuant to 29 U.S.C. § 216(b).

2.30 “Released Parties” means (i) Grubhub Holdings Inc. and Grubhub Inc. and their past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Grubhub Holdings Inc. or Grubhub Inc. (but not including Delivery Partners who use the Grubhub platform); and (ii) the past, present, and future shareholders, officers, directors, members, investors, agents, employees, agents, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in (i).

2.31 “Service Award” means the amount approved by the Court to be paid to Plaintiff in addition to his respective Individual Settlement Payment, in recognition of his efforts in coming forward as named plaintiff and participating in this case for a decade, including at trial. The Service Award amount payable to Plaintiff is not to exceed one hundred thousand dollars (\$100,000).

2.32 “Settlement” means the settlement of this Action between and among Plaintiff and Grubhub, as set forth in this Settlement Agreement, and including all attached Exhibits, which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference.

2.33 “Settlement Administrator” means Simpluris, the administrator selected by the parties.

2.34 “Settlement Administrator Expenses” means the maximum amount to be paid to the Settlement Administrator from the Total Settlement Amount, which shall be two hundred and sixty thousand dollars (\$260,000). All Settlement Administrator Expenses are to be paid exclusively from the Total Settlement Amount.

1 2.35 “Settlement Class” means any and all individuals who entered into an agreement with
2 Grubhub to use the Grubhub platform as an independent contractor to offer delivery services to
3 customers and who used the Grubhub platform as an independent contractor service provider to accept
4 or complete at least one (1) delivery in California during the Settlement Period.

5 2.36 “Settlement Class Counsel Award” means (i) the attorneys’ fees for Settlement Class
6 Counsel’s litigation and resolution of the Action and any and all claims resolved by this Settlement, as
7 awarded by the Court, and (ii) all expenses and costs incurred by Settlement Class Counsel in
8 connection with litigation and resolution of the Action, as awarded by the Court, which, together, may
9 not exceed \$8,250,000 (33.3%) of \$24,750,000 (the Total Settlement Amount).

10 2.37 “Settlement Class Information” means information regarding Settlement Class
11 Members that Grubhub will in good faith compile from its records and provide to the Settlement
12 Administrator, solely for purposes of the Settlement Administrator’s administration of the settlement,
13 and for no other purpose. Settlement Class Information shall be provided to the Settlement
14 Administrator and shall include, if possible, for each Settlement Class Member: full name, last known
15 address, email address, and Estimated Miles. Because Settlement Class Members’ private information
16 is included in the Settlement Class Information, the Settlement Administrator shall maintain the
17 Settlement Class Information in confidence and shall use and disclose Settlement Class Information
18 only for purposes of this Settlement and for no other purpose; access shall be limited to employees of
19 the Settlement Administrator with a need to use the Settlement Class Information as part of the
20 administration of the Settlement.

21 2.38 “Settlement Class Member” means any member of the Settlement Class.

22 2.39 “Settlement Class Members’ Released Claims” means any and all past and present
23 claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties,
24 rights, or liabilities, of any nature and description whatsoever, known or unknown, asserted or
25 unasserted, existing or potential, recognized now or hereafter, contingent or accrued, expected or
26 unexpected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of recovery
27 (including, but not limited to, those based in contract or tort, contract, common law or equity, federal,
28 state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential,

1 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or
2 disbursements, including, but not limited to, those incurred by Settlement Class Counsel or any other
3 counsel representing Plaintiff or any Settlement Class Members, other than those expressly awarded
4 by the Court in the Settlement Class Counsel Award authorized by this Agreement) that are based on
5 or reasonably related to the claims alleged in or that could have been alleged in the Action, and all
6 claims premised on, arising out of, or relating to the allegation that Delivery Partners were misclassified
7 as independent contractors, including unknown claims covered by California Civil Code section 1542,
8 as quoted below in Paragraph 9.3, arising during the Settlement Period. Settlement Class Members'
9 Released Claims include, but are not limited to, any claims against any Released Party arising directly
10 or indirectly, out of, relating to, or in any way connected to any alleged act, omission, misconduct,
11 misrepresentation, transmission, breach, breach of contract, or occurrence and any and all Released
12 Claims against any Released Party. Settlement Class Members' Released Claims further include, but
13 are not limited to, claims pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq.
14 (only for those Settlement Class Members who submit a valid and timely Claim Form); claims relating
15 to any background screening conducted by any Released Party related in any way to misclassification,
16 including under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., and any state analogues to
17 the extent those claims are based on the Settlement Class Members' classification as independent
18 contractors; claims arising out of related to any express or implied agreements between Settlement
19 Class Members and the Released Parties, including any right to invoke any arbitration agreement
20 contained therein; claims under the common law or any federal, state, county, city, or local law,
21 ordinance, rule, or regulation (and all of their implementing regulations and interpretive guidelines)
22 pertaining to employment, misclassification, hours of work, wage-and-hour violations, unpaid wages
23 or costs, regular wages, final wages, tips, minimum wages, overtime wages (including, but not limited
24 to, calculation of the correct overtime or regular rate), working more than six (6) days in seven (7),
25 expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction
26 of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, sick leave,
27 final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA
28 penalties, unfair business practices, and any other perquisites of employment, including but not limited

to the California Labor Code (including §§ 132a, 201 et seq., 30 et seq., 400 et seq., 500 et seq., 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1280, 1271.97, 1281.98, 1281.99, 2753, 2775 et seq., 2802, 2804, 2810.5, 4553 et seq.; the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 et seq.), California Code of Civil Procedure § 1021.5, California Code of Regulations, title 8, §§ 11010 and 11040, Industrial Welfare Commission Wage Orders, California Business and Professions Code §§ 17200 et seq. and 17500, California Code of Regulations, title 8, §§ 11010, 11040, and 11090, and all claims (including common law claims) arising out of or relating to the statutory causes of action described herein. Settlement Class Members’ Released Claims also include, but are not limited to, claims for any form of damages or relief, including restitution, interest, costs and expenses, attorneys’ fees and costs, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, statutory or other penalties, equitable remedies, and/or pre- or post-judgment interest.

2.40 “Settlement Class Notice” means the notice of class, representative, and collective action settlement and enclosed Claim Form to be provided to Settlement Class Members, without material variation from the relevant portion of Exhibit A.

2.41 “Settlement Period” means December 3, 2014, through the Preliminary Approval Date.

2.42 “Total Settlement Amount” means Twenty-Four Million Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$24,750,000), which will resolve all Released Claims, and is the maximum amount that Grubhub is obligated to pay under this Settlement Agreement under any circumstances to resolve and settle this Action, subject to Court approval. The Total Settlement Amount includes all costs and fees, including, but not limited to, the Settlement Class Counsel Award, Settlement Administrator Expenses, Dispute Resolution Fund, escrow costs and expenses, the Service Award, interest, all payments to the Settlement Class and Plaintiff, and the PAGA Payment.

2.43 “Void Date” means the date by which any checks issued to Settlement Class Members shall become void, i.e., on the 181st day after mailing.

III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR PRELIMINARY AND FINAL APPROVAL

3.1 Upon execution of this Settlement Agreement, Plaintiff shall submit to the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval shall include

1 a proposed plan for sending the Settlement Class Notice to Settlement Class Members within twenty
2 (20) days after the Preliminary Approval Date (the “Notice Distribution Date”), and establishing a
3 period of sixty (60) days from the Notice Distribution Date within which any Settlement Class Member
4 may (i) request exclusion from the respective Settlement Class, (ii) object to the proposed Settlement,
5 or (iii) object to Settlement Class Counsel’s request for the Settlement Class Counsel Award and for
6 the Service Award to Plaintiff (the Exclusion/Objection Deadline). The motion for preliminary
7 approval shall also request that any hearing on final approval of the Settlement and any determination
8 on the request for a Settlement Class Counsel Award and Service Award (the Final Approval Hearing)
9 be set for after the Exclusion/Objection Deadline; that Settlement Class Counsel shall file a petition for
10 the Settlement Class Counsel Award and Service Award at least twenty-one (21) days before the
11 Exclusion/Objection Deadline; that any opposition briefs on such motions and petitions be filed
12 fourteen (14) days before the Final Approval Hearing; and that any reply briefs on such motions and
13 petitions be filed seven (7) days before the Final Approval Hearing.

14 3.2 The Parties stipulate, for settlement purposes only, to certification of the Settlement
15 Class under Federal Rule of Civil Procedure 23, excluding the Settlement Class’s PAGA Claims, and
16 to conditional certification of the Settlement Class under the Fair Labor Standards Act, 29 U.S.C. § 201,
17 et seq., on the express condition that if the Settlement is not Preliminarily or Finally Approved, this
18 paragraph, the Settlement Agreement, and any class or collective action certified pursuant to the
19 Settlement Agreement are all void ab initio. The Parties also agree that this stipulation is in no way an
20 admission that class or collective certification is proper under the standard applied for litigation
21 purposes, and that this stipulation shall not be admissible, and may not be used by any person for any
22 purpose whatsoever, in any legal or administrative proceeding, including but not limited to arbitrations,
23 other than a proceeding to enforce the terms of the Agreement, as further set forth in this Agreement.
24 Grubhub expressly reserves the right to oppose certification of any purported class or collective should
25 the settlement fail to become final and effective.

26 3.3 The Settlement is not intended to and may not be deemed to affect the enforceability of
27 any arbitration agreement between Grubhub and any member of the Settlement Class, including
28 Plaintiff.

1 3.4 The Parties stipulate to the form of, and agree to submit to the Court for its
2 consideration, this Settlement Agreement, and the following Exhibits to this Settlement Agreement:
3 Settlement Class Notice (Exhibit A) and [Proposed] Preliminary Approval Order (Exhibit B).

4 3.5 Solely for purposes of implementing this Agreement and effectuating the proposed
5 Settlement, the Parties agree and stipulate that:

6 3.5.1 Settlement Class Counsel shall amend the letter sent on behalf of Plaintiff to the
7 LWDA to add any and all potential claims necessary to effectuate the Released Claims.

8 3.5.2 The Court may enter the Preliminary Approval Order, without material variation
9 from Exhibit B, preliminarily approving the Settlement and this Agreement. Among other things, the
10 Preliminary Approval Order shall grant leave to preliminarily certify the Settlement Class and an FLSA
11 collective for settlement purposes only; approve Plaintiff as class representative, appoint Settlement
12 Class Counsel to represent the Settlement Class, and appoint the Settlement Administrator; approve
13 the Settlement Class Notice, and the notice plan embodied in the Settlement Agreement, and approve
14 them as consistent with Federal Rule of Civil Procedure 23, 29 U.S.C. § 201, et seq. and due process;
15 set out the requirements for disputing the information upon which Settlement Class Members' share of
16 the Settlement will be calculated, objecting to the Settlement Agreement, excluding Settlement Class
17 Members from the Settlement Class, all as provided in this Settlement Agreement; provide that
18 certification of the Settlement Class and all actions associated with each certification are undertaken
19 on the condition that each certification and other actions shall be automatically vacated and of no force
20 or evidentiary effect if this Agreement is terminated, as provided in this Agreement, or if the Settlement
21 does not become Final; and schedule the Final Approval Hearing.

22 3.6 Within ten (10) days of the Preliminary Approval Date, Settlement Class Counsel will
23 notify the LWDA of the Preliminary Approval Order.

24 3.7 At the Final Approval Hearing, Plaintiff shall request entry of a Final Approval order
25 and Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this
26 Settlement and that, among other things:

27 3.7.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
28 consummation pursuant to the terms of the Settlement Agreement;

1 3.7.2 Finds that Settlement Class Counsel and Plaintiff adequately represented the
2 Settlement Class for the purpose of entering into and implementing the Agreement;

3 3.7.3 Re-confirms the appointment of the Settlement Administrator and finds that the
4 Settlement Administrator has fulfilled its initial duties under the Settlement;

5 3.7.4 Finds that the Settlement Class Notice (i) constituted the best practicable notice;
6 (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement
7 Class Members of the pendency of the Action, and their right to exclude themselves from or object to
8 the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and
9 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all
10 applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable
11 rules or law;

12 3.7.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
13 list of all Settlement Class Members who have timely requested exclusion from the Settlement Class
14 and, accordingly, shall neither share in the Settlement nor be bound by the Final Approval order and
15 Judgment;

16 3.7.6 Directs that the Final Approval order and Judgment of dismissal shall be final
17 and entered forthwith;

18 3.7.7 Without affecting the finality of the Final Approval order and Judgment, retains
19 continuing jurisdiction over Plaintiff, the Settlement Class, and Grubhub as to all matters concerning
20 the administration, consummation, and enforcement of this Settlement Agreement;

21 3.7.8 Adjudges that, as of the date on which the Court enters the Final Approval
22 Order, Plaintiff and all Settlement Class Members who have not been excluded from the Settlement
23 Class as provided in the Opt-Out List approved by the Court, and their Legally Authorized
24 Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries,
25 representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or
26 purporting to act for them or on their behalf, regardless of whether they have received actual notice
27 of the proposed Settlement, have conclusively compromised, settled, discharged, and released
28 Plaintiff's General Released Claims (in the case of Plaintiff), the Authorized Claimants' Released

1 Claims (in the case of the Authorized Claimants), and Settlement Class Members' Released Claims
2 (in the case of the Settlement Class Members) against Grubhub and the Released Parties, and are
3 bound by the provisions of this Settlement Agreement;

4 3.7.9 Affirms that, notwithstanding the submission of a timely request for exclusion,
5 Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or
6 remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests
7 for exclusion do not apply to the PAGA Claims, and further affirms that the State's claims for civil
8 penalties pursuant to PAGA are also extinguished;

9 3.7.10 Declares this Agreement and the Final Approval order and Judgment to be
10 binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other
11 proceedings: (i) that encompass Plaintiff's Claims, and that are maintained by or on behalf of Plaintiff
12 and/or his Legally Authorized Representatives, heirs, estates, trustees, executors, administrators,
13 principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
14 through them or acting or purporting to act for them or on their behalf; and (ii) that encompass the
15 Settlement Class Members' Released Claims and that are maintained by or on behalf of any Settlement
16 Class Member who has not been excluded from the Settlement Class as provided in the Opt-Out List
17 approved by the Court and/or his or her Legally Authorized Representatives, heirs, estates, trustees,
18 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors,
19 and/or anyone claiming through them or acting or purporting to act for them or on their behalf,
20 regardless of whether the Settlement Class Member previously initiated or subsequently initiates
21 individual litigation, arbitration, or other proceedings encompassed by the Settlement Class Members'
22 Released Claims, and even if such Settlement Class Member never received actual notice of the Action
23 or this proposed Settlement;

24 3.7.11 Determines that the Agreement and the Settlement provided for herein, and any
25 proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or
26 construed as evidence of, or a presumption, concession, or admission by, any Party of liability or non-
27 liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA
28 representative claims may validly be pursued, or of any misrepresentation or omission in any statement

1 or written document approved or made by any Party; provided, however, that reference may be made
2 to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to
3 effectuate the provisions of this Agreement, as further set forth in this Agreement;

4 3.7.12 Orders that the preliminary approval of the Settlement, certification of the
5 Settlement Class, and Final Approval of the proposed Settlement, and all actions associated with them,
6 are undertaken on the condition that they shall be vacated and void ab initio if the Settlement Agreement
7 is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court
8 of review in which event the Agreement and the fact that it was entered into shall not be offered,
9 received, or construed as an admission or as evidence for any purpose, including but not limited to an
10 admission by any Party of liability or non-liability or of any misrepresentation or omission in any
11 statement or written document approved or made by any Party, or of the certifiability of a litigation
12 class or the appropriateness of maintaining a representative action, as further provided in Section XI;

13 3.7.13 Authorizes the Parties, with approval from the Court, to agree to and adopt such
14 amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i)
15 shall be consistent in all material respects with the Final Approval order and (ii) do not limit the rights
16 of Settlement Class Members; and

17 3.7.14 Contains such other and further provisions consistent with the terms of this
18 Settlement Agreement to which the Parties expressly consent in writing.

19 3.8 At the Final Approval Hearing and as a part of the Final Approval of this Settlement,
20 Settlement Class Counsel will also request approval of the Plan of Allocation set forth in Section V.
21 Any modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
22 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
23 Agreement, or (iii) impose any obligation on Grubhub to increase the consideration paid in connection
24 with the Settlement.

25 3.9 At the Final Approval Hearing, Settlement Class Counsel may also request entry of an
26 Order approving the Settlement Class Counsel Award and the Service Award to Plaintiff. Any such
27 Settlement Class Counsel Award or Service Award shall be paid exclusively from the Total Settlement
28 Payment. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees

1 and expenses or the Service Award. The disposition of Settlement Class Counsel's application for a
2 Settlement Class Counsel Award, and for the Service Award, is within the sound discretion of the Court
3 and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement
4 Agreement that such application be granted. Any disapproval or modification of such application by
5 the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the
6 Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any
7 Released Party pays in connection with the Settlement.

8 3.10 In no event shall any Released Party be obligated to pay settlement administration
9 expenses beyond those provided for in this Agreement.

10 3.11 Within ten (10) days after entry of Judgment, Settlement Class Counsel will provide a
11 copy of the Judgment to the LWDA.

12 **IV. SETTLEMENT CONSIDERATION**

13 4.1 The Total Settlement Amount is \$24,750,000. This is an "all in" number that will
14 resolve all Released Claims, and which includes, without limitation, all monetary benefits and
15 payments to the Settlement Class and Plaintiff, the Service Award, Settlement Class Counsel Award,
16 Settlement Administrator Expenses, Dispute Resolution Fund, and the PAGA Payment, and all claims
17 for interest, fees, and costs. Under no circumstances shall Grubhub be required to pay anything more
18 than the Total Settlement Amount. In no event shall Grubhub be liable for making any payments under
19 this Settlement, or for providing any relief to Settlement Class Members, before the deadlines set forth
20 in this Agreement.

21 4.2 Plaintiff and all Settlement Class Members who receive a payment of any kind from the
22 Total Settlement Amount (including, in the case of Plaintiff, a Service Award) expressly acknowledge
23 that such payments shall be considered non-wages for which an IRS Form 1099 will be issued, if
24 required. Plaintiff and all Settlement Class Members who receive a payment of any kind from the Total
25 Settlement Amount agree to timely pay in full all the federal, state, and municipal income taxes owed
26 on such payments.

1 4.3 Plaintiff and Settlement Class Counsel agree not to seek a Service Award in excess of
2 one hundred thousand dollars (\$100,000). Grubhub agrees to the amount of the Service Award (if any)
3 granted by the Court.

4 4.4 Settlement Class Counsel agrees not to seek an award of attorneys' fees, costs and
5 expenses from the Court in excess of \$8,250,000 (33.3%) of the Total Settlement Amount of
6 \$24,750,000. Grubhub agrees to the amount of attorneys' fees, costs, and expenses (if any) granted by
7 the Court.

8 4.5 The payment of the Settlement Class Counsel Award, the Service Award, the Settlement
9 Administrator Expenses, the Individual Settlement Payments, and the PAGA Payment shall be made
10 by the Settlement Administrator from the Total Settlement Amount within thirty (30) days after the
11 Effective Date.

12 4.6 The Settlement Administrator shall pay the Settlement Class Counsel Award by wire
13 transfer, or by check, payable to "Lichten & Liss-Riordan, P.C." Settlement Class Counsel shall
14 provide the Settlement Administrator notice of receipt of the Settlement Class Counsel Award.

15 **V. FUNDING AND ALLOCATION OF THE SETTLEMENT**

16 5.1 Within fourteen (14) calendar days following the Effective Date, Grubhub shall provide
17 \$20,000,000 to the Settlement Administrator. And within one hundred eighty (180) days of the
18 Effective Date, Grubhub shall provide the remainder of the Total Settlement Amount (\$4,750,000) to
19 the Settlement Administrator. The Settlement Administrator shall thereafter distribute the funds in the
20 manner and at the times set forth in this Agreement.

21 5.2 To receive an Individual Settlement Payment from the Total Settlement Amount, a
22 Settlement Class Member or his or her Legally Authorized Representative must timely submit a Claim
23 Form that satisfies the requirements of paragraph 5.3, must not have submitted a request for exclusion,
24 and must be eligible for a payment under the Plan of Allocation.

25 5.3 A Claim Form is timely if it is postmarked by the Bar Date (or later, if agreed to by the
26 parties) and mailed or submitted as an attachment to an email to the Settlement Administrator at the
27 address in the Settlement Class Notice, or if it is submitted online to the Settlement Administrator, in
28 accordance with the online submission instructions to be provided by the Settlement Administrator, by

1 the Bar Date. The Claim Form must be signed (electronically, if submitted via online portal) under
2 penalty of perjury. To be valid, a Claim Form must be signed without any deletion or amendment to
3 its language, regarding the release of FLSA claims and without any deletion or amendment to any other
4 portion.

5 5.4 Settlement Class Members who timely submit a Claim Form will receive their
6 proportionate share of the Total Settlement Amount. No Settlement Class Member who timely submits
7 a Claim Form will receive less than \$25.

8 5.5 Settlement Class Members are not eligible to receive any compensation other than the
9 Individual Settlement Payment.

10 5.6 The Settlement Administrator shall calculate and distribute initial Individual Settlement
11 Payments for the Settlement Class Members within thirty (30) days following the Effective Date,
12 provided Grubhub has provided the Total Settlement Amount to the Settlement Administrator in
13 accordance with Paragraph 5.1.

14 5.7 Individual Settlement Payments shall be paid proportionately to the Estimated Miles
15 traversed while using the Grubhub platform as a Delivery Partner, according to Grubhub's records (but
16 with no Settlement Class Member who submits a claim receiving less than \$25). Grubhub will produce
17 Settlement Class Information needed for the allocation to be calculated. The Total Settlement Amount
18 is non-reversionary.

19 5.8 Following distribution of the Individual Settlement Payments to Settlement Class
20 Members, any Settlement Class Members who received checks for more than \$100 that remain
21 uncashed more than sixty (60) days after distribution will receive a reminder to cash their check. All
22 funds not claimed prior to the Void Date (i.e. all funds from uncashed checks) shall be redistributed in
23 the second distribution to the Settlement Class Members who received and cashed their Individual
24 Settlement Payments. These unclaimed funds shall be redistributed pursuant to the same formula
25 described in Paragraph 5.7. These residual funds will only be distributed to Settlement Class Members
26 for whom this second payment would be at least \$50. The value of any uncashed checks following this
27 residual distribution will be donated on a cy pres basis to Legal Aid at Work.
28

1 5.9 The Individual Settlement Payments received shall be reported by the Settlement
2 Administrator to the applicable governmental authorities on IRS Form 1099s (if required). The
3 portions allocated to Service Awards shall likewise be reported on IRS Form 1099s by the Settlement
4 Administrator. The Settlement Administrator shall be responsible for issuing copies of IRS Form
5 1099s for Plaintiff and the Settlement Class Members.

6 **VI. NOTICE PROCEDURES**

7 6.1 No more than fourteen (14) calendar days after entry of the Preliminary Approval Order,
8 Grubhub shall provide the Settlement Administrator with the Settlement Class Information for purposes
9 of sending the Settlement Class Notice to Settlement Class Members.

10 6.2 No more than twenty (20) calendar days after entry of the Preliminary Approval Order
11 (on the Notice Distribution Date), the Settlement Administrator shall send the Settlement Class Notice
12 to the Settlement Class Members, via electronic mail.

13 6.3 The Settlement Class Notice will inform Settlement Class Members of their right to
14 request exclusion from the Settlement, of their right to object to the Settlement, of their right to dispute
15 the information upon which their share of the Settlement will be calculated, and the claims to be
16 released.

17 6.4 The Settlement Class Notice shall include an explanation for how the Estimated Miles
18 will be used to calculate the Individual Settlement Payments. The Settlement Administrator's
19 determination of the amount of any Settlement Class Member's Estimated Miles shall be binding upon
20 the Settlement Class Member, and the Parties. There will be a presumption that Grubhub's records are
21 correct, absent evidence produced by a Settlement Class Member to the contrary. A Settlement Class
22 Member who wishes to dispute their Estimated Miles must contact the Settlement Administrator by
23 mail or email and must provide documentation in the form of tax records or trip histories from the
24 Grubhub platform.

25 6.5 If any Settlement Class Notice sent via electronic mail to any Settlement Class Member
26 is undeliverable, the Settlement Administrator shall, within seven (7) days of an undeliverable email,
27 mail the Settlement Class Notice to each Settlement Class Member whose Settlement Class Notice was
28 undeliverable. Before mailing, the Settlement Administrator shall make a good-faith attempt to obtain

1 the most-current names and postal mail addresses for all Settlement Class Members to receive such
2 postal mail, including cross-checking the names and/or postal mail addresses it received from Grubhub,
3 as well as any other sources, with appropriate databases (e.g., the National Change of Address
4 Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for more-current
5 names and/or postal mail addresses for Settlement Class Member. All Settlement Class Members'
6 names and postal mail addresses obtained through these sources shall be protected as confidential and
7 not used for purposes other than the notice and administration of this Settlement. The Settlement
8 Administrator shall exercise its best judgment to determine the current mailing address for each
9 Settlement Class Member. The address determined by the Settlement Administrator as the current
10 mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
11 The Bar Date and Exclusion/Objection Deadlines shall be extended as necessary in order to ensure that
12 the Settlement Class Member receiving a mailed notice has sixty (60) days to submit a claim form or
13 to opt-out or object to the Settlement.

14 6.6 If any Settlement Class Notice to a Settlement Class Member is returned to the
15 Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the
16 postal mailing to that address. For any remaining returned postal mailings, the Settlement
17 Administrator shall make a good-faith search of an appropriate database (as described in the preceding
18 paragraph), and postal mailings shall be forwarded to any new postal mail address obtained through
19 such a search. In the event that any Settlement Class Notice is returned as undeliverable a second time,
20 no further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing
21 the instances Settlement Class Notices are returned as undeliverable.

22 6.7 At least two (2) reminders will be sent to Settlement Class Members following the initial
23 Settlement Class Notice, and the parties will agree to any further reminders that may be reasonably
24 necessary to assure adequate opportunity for Settlement Class Members to participate in the settlement.
25 These reminders will be sent to Settlement Class Members who have not already submitted a claim
26 form, opt-out request, or objection. These reminders will be sent via email to those Settlement Class
27 Members whose emailed notices were not returned as undeliverable and via mail for those Settlement
28 Class Members who received their initial Settlement Class Notice in the mail.

1 6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and
2 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
3 current addresses for Settlement Class Members such that no additional efforts to do so shall be
4 required.

5 6.9 The Settlement Administrator will provide Settlement Class Notice by, at a minimum,
6 (i) electronic mail notice without material variation from the form attached as the relevant portion of
7 Exhibit A; (ii) if necessary in accordance with Paragraph 6.7, first-class mail (where available) notice
8 without material variation from the relevant portion of Exhibit A; and (iii) a content-neutral settlement
9 website accessible to Settlement Class Members managed by the Settlement Administrator, and
10 approved by counsel for the Parties, which will contain further information about the Settlement,
11 including relevant pleadings. The Settlement Class Notice shall comply with Federal Rule of Civil
12 Procedure 23 and due process.

13 6.10 Prior to the Final Approval Hearing, the Settlement Administrator shall prepare a
14 declaration of due diligence and proof of dissemination with regard to the mailing of the Settlement
15 Class Notice, and any attempts by the Settlement Administrator to locate Settlement Class Members,
16 its receipt of valid Claim Forms, Opt-outs, and Objections (and copies of same), and its inability to
17 deliver the Settlement Class Notice to Settlement Class Members due to invalid addresses (“Due
18 Diligence Declaration”), to Settlement Class Counsel and counsel for Grubhub for presentation to the
19 Court. Settlement Class Counsel shall be responsible for filing the Due Diligence Declaration with the
20 Court.

21 6.11 If any individual whose name does not appear in the Settlement Class Information
22 believes that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute
23 his or her exclusion from the Settlement Class. If an individual believes he or she is a Settlement Class
24 Member, he or she must notify the Settlement Administrator by mail, email, or telephone within thirty
25 (30) days after the distribution of the Settlement Class Notice. The Parties will meet and confer
26 regarding any such individuals in an attempt to reach an agreement as to whether any such individual
27 should be regarded as a Settlement Class Member. If the Parties so agree, such an individual will have
28 all the same rights as any other Settlement Class Member under this Agreement. In the event that the

Parties agree that the individual is a Settlement Class Member, the Individual Settlement Payment to such individual shall be disbursed from the Dispute Resolution Fund. Under no circumstances will any action under this paragraph increase the Total Settlement Amount.

VII. PROCEDURES FOR REQUESTS FOR EXCLUSION

7.1 Settlement Class Members (with the exception of Plaintiff) may opt out of the Settlement. Those who wish to exclude themselves (or “opt out”) from the Settlement Class must submit timely, written requests for exclusion. To be effective, such a request must include the Settlement Class Member’s name, address, and telephone number; a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member. The request must be mailed or submitted in the body of an email (from the Settlement Class Member’s account used to sign up on the Grubhub platform) to the Settlement Administrator at the address provided in the Settlement Class Notice and must be postmarked or emailed no later than the Exclusion/Objection Deadline. For those Settlement Class Members who submit a request in an email, the Settlement Class Member’s typed name at the bottom of the email shall constitute their signature. The date of the postmark or email shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by the Settlement Class Member or the Settlement Class Member’s Legally Authorized Representative, not as or on behalf of a group, class, or subclass. All requests for exclusion must be submitted by the requesting Settlement Class Member (or their Legally Authorized Representative), except that the Settlement Class Member’s counsel may submit an opt-out request on behalf of the individual Settlement Class Member if:

7.1.1 The Settlement Class Member’s counsel retains a copy of the Settlement Class Member’s signed retention agreement with the counsel who is submitting the opt-out request, along with a copy of any other agreements between the Settlement Class Member and counsel who is submitting the opt-out request or their co-counsel, and agrees that any such agreements shall be provided to the Court in camera if the Court so requests;

1 7.1.2 The Settlement Class Member's counsel submits a declaration under penalty of
2 perjury that:

3 7.1.2.1 Avers that the Settlement Class Member signed a retention agreement
4 with the individual attorney signing the declaration and submitting the
5 opt-out request, and identifies approximately when this occurred;

6 7.1.2.2 Avers that the attorney signing the declaration (a) personally advised
7 the Settlement Class Member of the estimate the parties provided of
8 how much the individual Settlement Class Member would have
9 recovered under the Settlement (assuming a fifty percent (50%) claim
10 rate); and (b) personally inquired whether the Settlement Class Member
11 would prefer to accept the settlement or opt out and maintain their right
12 to pursue individual claims, and the Settlement Class Member
13 consented verbally or in writing to opt out; and

14 7.1.3 Contains the advising attorney's original signature.

15 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
16 receives and provide copies of the log and all such requests for exclusion to Settlement Class Counsel
17 and counsel for Grubhub upon request. The Settlement Administrator shall automatically notify
18 Settlement Class Counsel and counsel for Grubhub if and when the number of timely submitted
19 requests for exclusion reaches two hundred fifty (250).

20 7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly
21 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval
22 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

23 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by
24 the Court shall be bound by this Settlement Agreement, and all their claims shall be dismissed with
25 prejudice and released as provided for herein, even if they never received actual notice of the Action
26 or this proposed Settlement.

1 7.5 In the event that a Settlement Class Member submits a request for exclusion that the
2 parties do not believe was timely and/or properly submitted, the Court shall determine whether the
3 request for exclusion was timely and properly submitted.

4 7.6 Plaintiff agrees not to request exclusion from the Settlement Class.

5 7.7 Settlement Class Members may request exclusion from the Settlement. Any such
6 Settlement Class Member may also object to the PAGA portion of the Settlement.

7 7.8 Notwithstanding the submission of a timely request for exclusion, Settlement Class
8 Members will still be bound by the settlement and release of the PAGA Claims or remedies under the
9 Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not
10 apply to the PAGA Claims and will not be effective to preclude the release of the PAGA Claims.

11 7.9 Settlement Class Members may object to or opt out of the Settlement but may not do
12 both. Any Settlement Class Member who submits a timely request for exclusion may not file an
13 objection to the Settlement, submit a Claim, or receive a Settlement Payment, and shall be deemed to
14 have waived any rights or benefits under the Settlement Agreement.

15 7.10 No later than ten (10) business days after the Exclusion/Objection Deadline, the
16 Settlement Administrator shall provide to Settlement Class Counsel and counsel for Grubhub the Opt-
17 Out List together with copies of the exclusion requests. Notwithstanding any other provision of this
18 Settlement Agreement, if more than two hundred fifty (250) Settlement Class Members exercise their
19 right to opt out of the Settlement, Grubhub at its sole and absolute discretion may rescind and revoke
20 the Settlement Agreement by sending written notice that it revokes the Settlement pursuant to this
21 Paragraph to Settlement Class Counsel within fourteen (14) business days following receipt of the Opt-
22 Out List.

23 7.11 Any Settlement Class Member who submits a timely and valid Claim Form, or does not
24 submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any existing
25 arbitration agreement between the Settlement Class Member and Grubhub with respect to the Released
26 Claims.

VIII. PROCEDURES FOR OBJECTIONS

8.1 Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator a timely statement of the objection. The Settlement Administrator shall promptly forward any objections to Settlement Class Counsel and counsel for Grubhub.

8.2 All written objections must (a) clearly identify the case name and number, (b) be submitted to the Settlement Administrator by mail or in the body of an email, and (c) be emailed or postmarked no later than the Exclusion/Objection Deadline. The date of the postmark on the return-mailing envelope, or the date of the email, shall be the exclusive means used to determine whether the written objection has been timely submitted. If an objection is submitted using more than one method (e.g. if it is mailed and emailed), the earlier date shall be used to determine timeliness.

8.3 The objection must contain at least the following: (i) the objector's full name, address, telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the basis for each objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Settlement Class Member (or their Legally Authorized Representative), even if the Settlement Class Member is represented by counsel. For those Settlement Class Members who submit an objection in an email, the Settlement Class Member's typed name at the bottom of the email shall constitute their signature.

8.4 The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member. Attempted collective, group, class, or subclass objections shall be ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's Legally Authorized Representative (who is not the Settlement Class Member's counsel).

8.5 Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall be deemed to have voluntarily waived their right to exclude themselves from the Settlement Class or pursue an independent remedy against Grubhub and the Released Parties. To the extent any Settlement Class Member objects to the proposed Settlement

1 Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will be
2 forever bound by the Final Approval order and Judgment.

3 8.6 It shall be Settlement Class Counsel's sole responsibility to respond to any objections
4 made with respect to any application for the Settlement Class Counsel Award and Service Awards.

5 8.7 The Settlement Administrator shall prepare a list of all persons who timely and properly
6 submitted an objection (the Objection List) and shall, before the Final Approval Hearing, submit an
7 affidavit to the Court attesting to the accuracy of the list.

8 **IX. RELEASES**

9 9.1 The Released Claims against each and all of the Released Parties shall be released and
10 dismissed with prejudice and on the merits (without an award of costs to any party other than as
11 provided in this Agreement) upon entry of the Final Approval order and Judgment.

12 9.2 As of the date on which the Court enters the Final Approval Order, Plaintiff and all
13 Settlement Class Members who have not been excluded from the Settlement Class as provided in the
14 Opt-Out List, individually and on behalf of their Legally Authorized Representatives, heirs, estates,
15 trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone
16 claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge,
17 hold harmless, and covenant not to sue each and all of the Released Parties from each and all of
18 Plaintiff's General Released Claims (in the case of Plaintiff), the Authorized Claimants' Released
19 Claims (in the case of the Authorized Claimants), and the Settlement Class Members' Released Claims
20 (in the case of the Settlement Class Members), and by operation of the Judgment becoming Final shall
21 have fully and finally released, relinquished, and discharged all such claims against each and all of the
22 Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert
23 any of Plaintiff's General Released Claims (in the case of Plaintiff), the Authorized Claimants'
24 Released Claims (in the case of the Authorized Claimants), or the Settlement Class Members' Released
25 Claims (in the case of the Settlement Class Members), against the Released Parties in any other court
26 action or before any administrative body, tribunal, arbitration panel, or other adjudicating body.
27 Without in any way limiting the scope of the releases described in Paragraphs 2.17, 2.29, and 2.40, or
28 in the remainder of this Section, this release covers, without limitation, any and all claims for attorneys'

1 fees, costs, or disbursements incurred by Settlement Class Counsel, or by Plaintiff or the Settlement
2 Class Members, or any of them, in connection with or related in any manner to the Action, the
3 Settlement of the Action, and/or the Released Claims, except to the extent otherwise specified in this
4 Agreement.

5 9.3 As of the date on which the Court enters the Final Approval Order, Plaintiff and the
6 Settlement Class Members expressly acknowledge that they have no knowledge or intent to pursue any
7 claims against Grubhub. Plaintiff and Settlement Class Members further acknowledge that they are
8 familiar with principles of law such as California Civil Code § 1542, which provides:

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

14 With respect to the Settlement Class Members' Released Claims, as described in Paragraph 2.40, each
15 Settlement Class Member who has not been excluded from the Settlement Class as provided in the Opt-
16 Out List shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to
17 the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have
18 had pursuant to California Civil Code § 1542 and all similar federal, state, and local laws, rights, rules,
19 and legal principles of any other jurisdiction that may be applicable herein. In connection with the
20 release, the Settlement Class Members acknowledge that they are aware that they may hereafter
21 discover claims presently unknown and unsuspected or facts in addition to or different from those
22 which they now know or believe to be true with respect to matters released herein. Nevertheless, the
23 Settlement Class Members acknowledge that a portion of the consideration received herein is for a
24 release with respect to unknown damages and complaints, whether resulting from known injuries and
25 consequences or from unknown injuries or unknown consequences of known or unknown injuries, and
26 state that it is the intention of the Settlement Class Members in agreeing to this release fully, finally,
27 and forever to settle and release all matters and all claims that exist, hereafter may exist, or might have
28 existed (whether or not previously or currently asserted in any action), constituting the Settlement Class
Members' Released Claims.

1 9.4 With respect to those claims that could be asserted under the FLSA, an Authorized
2 Claimant's timely and valid submission of a signed Claim Form shall be deemed as that Authorized
3 Claimant's Consent to Join and release all such matters and claims. The timely and valid submission
4 of a signed Claim Form shall fully, finally, and forever settle and release all such matters and claims
5 as of the Effective Date.

6 9.5 With respect to Plaintiff's General Released Claims, as described in Paragraph 2.17,
7 Plaintiff shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to the
8 fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had pursuant
9 to California Civil Code § 1542 and all similar federal, state, and local laws, rights, rules, and legal
10 principles of any other jurisdiction that may be applicable herein. In connection with the release,
11 Plaintiff acknowledges that he is aware that he may hereafter discover claims presently unknown and
12 unsuspected or facts in addition to or different from those which he now knows or believes to be true
13 with respect to matters released herein. Nevertheless, Plaintiff acknowledges that a portion of the
14 consideration received herein is for a release with respect to unknown damages and complaints,
15 whether resulting from known injuries and consequences or from unknown injuries or unknown
16 consequences of known or unknown injuries, and state that it is the intention of Plaintiff in agreeing to
17 this release fully, finally, and forever to settle and release all matters and all claims that exist, hereafter
18 may exist, or might have existed (whether or not previously or currently asserted in any action),
19 constituting Plaintiff's General Released Claims.

20 9.6 Plaintiff further acknowledges, agrees, and understands that: (i) he has read and
21 understands the terms of this Agreement; (ii) he has been advised in writing to consult with an attorney
22 before executing this Agreement; (iii) he has obtained and considered such legal counsel as he deems
23 necessary; (iv) he has been given twenty-one (21) days to consider whether or not to enter into this
24 Agreement (although he may elect not to use the full twenty-one (21) day period at his or her option).

25 9.7 Subject to Court approval, Plaintiff and all the Settlement Class Members who have not
26 been excluded from the Settlement Class as provided in the Opt-Out List shall be bound by this
27 Settlement Agreement, and all of the Released Claims shall be dismissed with prejudice and released,
28 even if they never received actual notice of the Action or this Settlement.

1 **X. ADMINISTRATION OF THE SETTLEMENT FUND**

2 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties
3 and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of and
4 oversee the distribution of the Total Settlement Amount.

5 10.2 The Total Settlement Amount shall be applied as follows:

6 10.2.1 To pay the costs and expenses incurred in connection with providing Settlement
7 Class Notice to potential Settlement Class Members, locating Settlement Class Members' last-known
8 postal mail addresses and processing any objections, requests for exclusion or challenges to
9 calculations of Estimated Miles;

10 10.2.2 After the Effective Date as provided in Paragraph 2.11, and subject to the
11 approval and further order(s) of the Court, to pay Plaintiff the Service Award based on contributions
12 and time expended assisting in the litigation, up to the amounts described in Paragraph 2.32;

13 10.2.3 After the Effective Date as provided in Paragraph 2.11, and subject to the
14 approval and further order(s) of the Court, to pay the Settlement Class Counsel Award as ordered by
15 the Court;

16 10.2.4 After the Effective Date as provided in Paragraph 2.11, and subject to the
17 approval and further order(s) of the Court, to distribute seventy-five percent (75%) of the PAGA
18 Payment to the LWDA; and

19 10.2.5 After the Effective Date as provided in Paragraph 2.11, and subject to the
20 approval and further order(s) of the Court, to distribute the Individual Settlement Payments from the
21 Total Settlement Amount for the benefit of the Settlement Class pursuant to the Plan of Allocation, or
22 as otherwise ordered by the Court.

23 10.3 If any portion of the Total Settlement Amount is not successfully redistributed to
24 Settlement Class Members after the initial Void Date (i.e. checks are not cashed or checks are returned
25 as undeliverable after the second distribution), then after the Void Date for redistributed checks, the
26 Settlement Administrator shall void the check and shall direct such unclaimed funds to be paid to Legal
27 Aid at Work. Such unclaimed funds may also be used to resolve disputes regarding the distribution of
28 settlement funds.

1 10.4 Settlement Class Members who are not on the Opt-Out List approved by the Court shall
2 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,
3 and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of
4 whether they obtain any distribution from the Total Settlement Amount.

5 10.5 Payment from the Total Settlement Amount shall be deemed conclusive of compliance
6 with this Settlement Agreement as to all Settlement Class Members.

7 10.6 No Settlement Class Member shall have any claim against Plaintiff, Settlement Class
8 Counsel, or the Settlement Administrator based on distributions made substantially in accordance with
9 this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any
10 claim against Grubhub or its counsel relating to distributions made under this Settlement.

11 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF THE**
12 **SETTLEMENT AGREEMENT**

13 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,
14 or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of
15 Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not
16 otherwise become Final, then this Settlement Agreement shall be cancelled, terminated, and void ab
17 initio, unless all Parties, in their sole discretion within thirty (30) days from the date such ruling
18 becomes final, provide written notice to all other Parties hereto of their intent to proceed with the
19 Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

20 11.2 Grubhub shall have the right to withdraw from the Settlement if the number of
21 Settlement Class Members who attempt to exclude themselves from the Settlement Class equals or
22 exceeds two hundred fifty (250). If Grubhub chooses, pursuant to its sole and absolute discretion, to
23 exercise this right, it must do so within fourteen (14) days of receipt of the Opt-Out List as provided in
24 Paragraphs 7.2 and 7.10, by providing written notice to Settlement Class Counsel.

25 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is materially
26 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
27 Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Settlement
28 shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be
effective or enforceable, with the exception of this Paragraph, which shall remain effective and

1 enforceable; (b) the Parties shall be deemed to have reverted nunc pro tunc to their respective statuses
2 prior to execution of this Agreement, including with respect to any Court-imposed deadlines;
3 (c) Grubhub shall be refunded the amounts paid pursuant to this Agreement but not yet spent or
4 disbursed; (d) all Orders entered in connection with the Settlement, including the certification of the
5 Settlement and certification of the FLSA claims, shall be vacated without prejudice to any Party's
6 position on the issues of class and collective action certification, the issue of amending the complaint,
7 or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation
8 positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all
9 respects as if the Settlement Agreement and related documentation and orders had not been executed,
10 and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the
11 Settlement Agreement. The Settlement Agreement, the Settlement, all documents, orders, and
12 evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or
13 other statement or report by the Parties or by others concerning the Settlement Agreement, the
14 Settlement, their existence, or their terms, and any negotiations, proceedings, acts performed, or
15 documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall
16 not be admissible in any proceeding, and shall not be offered, received, or construed as evidence of a
17 presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement,
18 of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or
19 written document approved or made, or otherwise used by any Person for any purpose whatsoever, in
20 any trial of this Action or any other action or proceedings. Plaintiff, Settlement Class Counsel, and the
21 Settlement Administrator shall return to counsel for Grubhub all copies of the Settlement Class
22 Information and Opt-Out Lists and shall not use or disclose the Settlement Class Information or Opt-
23 Out List for any purpose or in any proceeding.

24 11.4 Grubhub does not agree or consent to certification of the class or FLSA claims for any
25 purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is
26 terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders
27 certifying the Settlement Class and FLSA collective for purposes of effecting this Settlement
28 Agreement, and all preliminary and/or final findings regarding the Settlement Class, shall be void ab

initio and automatically vacated upon notice to the Court, 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 revert nunc pro tunc to the procedural status quo as of the date and time immediately before the execution of the Settlement Agreement, in accordance with this Settlement Agreement.

XII. ADDITIONAL PROVISIONS

12.1 In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

12.2 Unless otherwise specifically provided here, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

Shannon Liss-Riordan, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston Street
Suite 2000
Boston, MA 02116

To Defendants:

Theane Evangelis, Esq.
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197

12.3 All of the Exhibits to this Settlement Agreement are an integral part of the Settlement and are incorporated by reference as though fully set forth herein.

12.4 The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

1 12.5 Plaintiff and Settlement Class Counsel acknowledge that an adequate factual record has
2 been established that supports the Settlement and hereby waive any right to conduct further discovery
3 to assess or confirm the Settlement. Notwithstanding the prior sentence, the Parties agree to reasonably
4 cooperate with respect to efforts to identify the last-known addresses of Settlement Class Members.

5 12.6 Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
6 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
7 holiday, such date or deadline shall be on the first business day thereafter.

8 12.7 This Agreement supersedes all prior negotiations and agreements and may be amended
9 or modified only by a written instrument signed by counsel for all Parties or the Parties’ successors-in-
10 interest.

11 12.8 The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable
12 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
13 extensions must be in writing to be enforceable.

14 12.9 The Settlement Agreement, the Settlement, the fact of the Settlement’s existence, any
15 of the terms of the Settlement Agreement, any press release or other statement or report by the Parties
16 or by others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings,
17 acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or
18 the Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or
19 evidence of the validity of any Released Claims or of any wrongdoing or liability of Grubhub; (ii) may
20 not be deemed to be, may not be used as, and do not constitute an admission or evidence of any fault,
21 wrongdoing, or omission by Grubhub in any trial, civil, criminal, arbitration, or administrative
22 proceeding of the Action or any other action or proceedings in any court, administrative agency, arbitral
23 forum or other tribunal; (iii) may not be used as evidence of any waiver of, unenforceability of, or as a
24 defense to any Grubhub arbitration agreement; and (iv) may not be used as evidence in any class
25 certification proceeding.

26 12.10 The Released Parties shall have the right to file the Settlement Agreement, the Final
27 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
28 action that may be brought against them in order to support a defense or counterclaim based on

principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.11 The Parties to the Settlement Agreement agree that the Total Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

12.12 Plaintiff and Settlement Class Counsel have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that Plaintiff asserted against Grubhub, including the claims on behalf of the Settlement Class, and that it promotes the best interests of the Settlement Class.

12.13 To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

12.14 The Parties agree that Plaintiff and Settlement Class Counsel are not required to return any documents or data produced by Grubhub until the final resolution of the Action. Within sixty (60) days following the Effective Date, Settlement Class Counsel shall return to Grubhub all documents and data produced in the Action or in connection with the Parties' mediation or settlement discussions, or confirm in writing that all such documents have been destroyed. Settlement Class Counsel recognizes the confidential nature of the documents and data Grubhub has produced and acknowledges that the unauthorized use or disclosure of this information would cause Grubhub to incur irreparable harm and significant injury, the degree to which may be difficult to ascertain. Accordingly, Class Counsel recognizes that Grubhub will have the right to obtain immediate injunctive or other equitable relief to enjoin any unauthorized use or disclosure of its confidential information, in addition to any other rights or remedies that it may have at law or otherwise. Settlement Class Counsel agrees that, insofar as may be necessary, to assist Grubhub in obtaining such relief if the circumstances so require.

12.15 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

1 12.16 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
2 among the Parties, and no representations, warranties, or inducements have been made to any Party
3 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and
4 covenants contained and memorialized in this Settlement Agreement and its Exhibits.

5 12.17 This Settlement Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel
7 for the Parties to this Settlement Agreement shall exchange among themselves original signed
8 counterparts.

9 12.18 This Settlement Agreement may be signed with a facsimile signature and in
10 counterparts, each of which shall constitute a duplicate original.

11 12.19 The Parties hereto and their respective counsel agree that they will use their best efforts
12 to obtain all necessary approvals of the Court required by this Settlement Agreement.

13 12.20 This Settlement Agreement shall be binding upon and shall inure to the benefit of the
14 successors and assigns of the Parties hereto, including any and all Released Parties and any corporation,
15 partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

16 12.21 This Settlement Agreement has been negotiated among and drafted by Settlement Class
17 Counsel and Grubhub's Counsel. Plaintiff, Settlement Class Members, and Grubhub shall not be
18 deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they
19 argue that any particular provision should be construed against its drafter or otherwise resort to the
20 contra proferentem canon of construction. Accordingly, this Settlement Agreement should not be
21 construed in favor of or against one Party as the drafter, and the Parties agree that the provisions of
22 California Civil Code § 1654 and common law principles of construing ambiguities against the drafter
23 shall have no application. All Parties agree that counsel for the Parties drafted this Settlement
24 Agreement during extensive arm's-length negotiations. No parol or other evidence may be offered to
25 explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the
26 circumstances under which this Settlement Agreement was made or executed.

1 12.22 Except where this Settlement Agreement itself provides otherwise, all terms, conditions,
2 and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by the
3 Parties in entering into this Settlement Agreement.

4 12.23 This Settlement Agreement shall be governed by federal law. To the extent that federal
5 law does not apply, this Settlement Agreement shall be governed by and construed in accordance with
6 the laws of the State of California, without regard to choice of law principles. Any action based on this
7 Settlement Agreement, or to enforce any of its terms, shall be venued in the United States District Court
8 for the Northern District of California, which shall retain jurisdiction over all such disputes. All Parties
9 to this Settlement Agreement shall be subject to the jurisdiction of the United States District Court for
10 the Northern District of California for all purposes related to this Settlement Agreement, except that
11 any disputes falling within the scope of arbitration agreements are subject to arbitration. This
12 Paragraph relates solely to the law governing this Settlement Agreement and any action based thereon,
13 and nothing in this Paragraph shall be construed as an admission or finding that California law applies
14 to the Released Claims of any Settlement Class Members or Authorized Claimants who reside outside
15 of the state.

16 12.24 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
17 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
18 Agreement.

19 12.25 The headings used in this Settlement Agreement are for the convenience of the reader
20 only and shall not affect the meaning or interpretation of this Settlement Agreement.

21 12.26 In construing this Settlement Agreement, the use of the singular includes the plural (and
22 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

23 12.27 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
24 her, or its independent judgment and upon the advice of counsel, and not in reliance upon any warranty
25 or representation, express or implied, of any nature or of any kind by any other Party, other than the
26 warranties and representations expressly made in this Settlement Agreement.

27 12.28 Signatory counsel warrant that they are fully authorized to execute this Agreement on
28 behalf of their respective clients listed below. Each Counsel signing this Settlement Agreement on

1 behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other
2 Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of
3 his/her clients; provided, however, that all Parties who have not executed this Agreement on the date
4 that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any
5 event no later than one (1) week after the Agreement has been executed by counsel.

6 IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and
7 intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set
8 forth below.

9
10 Dated: _____, 2025

LICHTEN & LISS-RIORDAN, P.C.

11 By: _____
12 Shannon Liss-Riordan

13 Attorneys for Plaintiff RAEF LAWSON

14
15 Dated: _____, 2025

GIBSON, DUNN & CRUTCHER LLP

16 By: _____
17 Theane Evangelis

18 Attorneys for Defendants GRUBHUB HOLDINGS
19 INC. and GRUBHUB INC.

20 Dated: _____, 2025

21 By: _____
22 Raef Lawson
23 NAMED PLAINTIFF

24 Dated: _____, 2025

25 By: _____
26 Howard Migdal
27 Chief Executive Officer
28 GRUBHUB HOLDINGS INC. and
GRUBHUB INC.