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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RAEF LAWSON and REJENNA
MARSHALL in their capacities as Private
Attorney General Representatives,
individually, and on behalf of all other
similarly situated individuals,

Plaintiffs,
v.

GRUBHUB HOLDINGS INC. and
GRUBHUB INC.,

Defendants.

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

**AMENDED CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

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

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

6 Plaintiffs 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 et al. v. Grubhub Holdings Inc. et al.*, No. 15-CV-05128-JSC, in
9 the United States District Court, Northern District of California (the “Action”), and all claims based on
10 or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve,
11 discharge, and settle the Released Claims, as defined and on the terms set forth below, and to the full
12 extent reflected 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 Lawson filed a Second Amended Complaint, dropping the wage-statement
28 claim;

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 Lawson’s individual claims and the issue
6 whether Plaintiff Lawson alone is an “aggrieved employee” under PAGA. The Parties further agreed
7 that, if Plaintiff Lawson proved he was an “aggrieved employee,” the second phase of trial and
8 discovery would relate to other purported aggrieved individuals and the manageability of trying his
9 PAGA claim;

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

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

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

27 1.8 WHEREAS, on March 30, 2023, the Court concluded on remand that *Borello* continued
28 to govern Plaintiff Lawson’s classification for purposes of his expense reimbursement claim and that

1 he was properly classified as an independent contractor under that test. The Court further held that
2 Grubhub did not satisfy AB5’s business-to-business exemption or Prong B of the ABC test and so
3 misclassified Plaintiff Lawson as an independent contractor for purposes of his minimum wage and
4 overtime claims. The Court found Plaintiff Lawson was entitled to judgment on his minimum wage
5 claim—with nine days of damages in the total amount of \$65.11—but that Grubhub was entitled to
6 judgment on the overtime and expense reimbursement claims;

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

17 1.10 WHEREAS, on October 20, 2025, Grubhub and Plaintiff Lawson entered into a Class
18 Action Settlement Agreement and Release (“Initial Settlement Agreement”), which included an
19 Addendum A providing for Plaintiff Marshall to receive a Service Award in the amount of \$5,000 and
20 permitting Lichten & Liss-Riordan, P.C. to share a portion of the Settlement Class Counsel Award to
21 the Law Offices of Todd M. Friedman, P.C. These terms were added in light of the pending litigation
22 in *Marshall v. GrubHub Inc.*, Case No. CVRI2504505 (Riverside Sup. Ct.);

23 1.11 WHEREAS, following the initial preliminary approval hearing on November 6, 2025,
24 Plaintiff Lawson filed an Amended Complaint for Settlement adding Plaintiff Marshall as a plaintiff
25 in this Action and incorporating the claims in the *Marshall* case, including those regarding Delivery
26 Partners who have used the Grubhub platform in California since Prop 22’s effective date;

27 1.12 WHEREAS, Grubhub has produced more than nine gigabytes of data showing
28 scheduled block hours, toggled-on status, pay, and time spent performing deliveries for each Delivery

1 Partner in California for each day. The production also contained more granular offer and order data
2 comprising more than 99 million entries;

3 1.13 WHEREAS, the Grubhub and Plaintiff Lawson have diligently and in good faith
4 engaged in five private mediations, including with respected employment mediator Mark. S. Rudy on
5 or about April 11, 2017, with the Honorable Joseph C. Spero on or about July 11, 2017, and with
6 respected wage-and-hour mediator Tripper Ortman on or about October 21, 2019, November 30, 2022,
7 and September 13, 2024. Before agreeing to the terms of this Agreement, and in preparation for the
8 mediations, Grubhub and Plaintiff Lawson engaged in extensive informal discovery, exchanging
9 information, documents, and voluminous data, which enabled Grubhub, Plaintiff Lawson, and the
10 mediator to thoroughly evaluate Plaintiff Lawson's claims and the claims of the putative Settlement
11 Class Members, and the likely outcomes, risks, and expense of pursuing litigation;

12 1.14 WHEREAS, the Parties have agreed to enter into this Amended Settlement Agreement
13 in order to address the issues that the Court identified with the Initial Settlement Agreement during the
14 preliminary approval hearing of November 6, 2025;

15 1.15 WHEREAS, Plaintiffs allege generally that Grubhub improperly classified them and all
16 putative Settlement Class Members as independent contractors rather than employees, and assert
17 derivative claims related thereto;

18 1.16 WHEREAS, Grubhub denies the allegations in the Action; maintains that each Delivery
19 Partner's claims must be individually arbitrated pursuant to any arbitration agreement to which that
20 Delivery Partner may be bound; denies that it has engaged in any wrongdoing; denies that any
21 Settlement Class Member was ever an employee of Grubhub; denies that Plaintiffs' allegations state
22 valid claims; denies that Plaintiffs' claims could properly be maintained as a collective, class, or
23 representative action; and states that it is entering into this Settlement Agreement solely to eliminate
24 the burden, expense, and delay of further litigation and arbitrations, and on the express conditions that:
25 (a) if for any reason the Settlement is not finalized according to the terms of this Agreement, the
26 Settlement and the documents generated as a result of the Settlement shall be void ab initio, and shall
27 not be admissible or usable for any purpose in any of the cases included in the Action or any other civil
28 or administrative proceeding or arbitration; and (b) this Settlement and the documents generated as a

1 result of the Settlement are not admissible or usable in any other civil or administrative proceeding or
2 arbitration, except to the extent necessary to enforce this Settlement and the orders, judgment, and
3 agreements arising from this Settlement;

4 1.17 WHEREAS, a bona fide dispute exists as to whether any amount of wages, expenses,
5 or penalties are due from Grubhub to any putative Settlement Class Member or to the California Labor
6 and Workforce Development Agency (“LWDA”) as alleged in the Amended Complaint for Settlement;

7 1.18 WHEREAS, Plaintiffs and Settlement Class Counsel believe that the global Settlement
8 provides a favorable recovery for the Settlement Class, based on the claims asserted in the Amended
9 Complaint for Settlement, the evidence developed, and the violations that might be proven against
10 Grubhub in the Action. Plaintiffs and Settlement Class Counsel further recognize and acknowledge
11 the expense and length of continued proceedings necessary to prosecute the Action against Grubhub
12 through trial and appeals. They also have considered the uncertain outcome and the risk of any
13 litigation, especially in complex litigation such as the Action, as well as the difficulties and delays
14 inherent in any such litigation. They are also mindful of the inherent challenges of proof and the
15 strength of the defenses to the alleged claims, and therefore believe that it is desirable that the Released
16 Claims be fully and finally compromised, settled, and resolved with prejudice as set forth herein,
17 subject to the approval of the Court;

18 1.19 WHEREAS, Plaintiffs and Settlement Class Counsel, based on their own independent
19 investigations and evaluations, have examined the benefits to be obtained under the terms of this
20 Settlement Agreement, have considered the claims of Plaintiffs, the claims of the average Settlement
21 Class Member, the risks associated with the continued prosecution of the Action, and the likelihood of
22 success on the merits of the Action, and believe that, after considering all the circumstances, including
23 the uncertainties surrounding the risk of further litigation and the defenses that Grubhub has asserted
24 and could assert, the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, in
25 the best interests of Plaintiffs and the Settlement Class, and confers substantial benefits upon the
26 Settlement Class;

1 1.20 WHEREAS, Plaintiffs warrant and represent that they are effecting this Settlement and
2 executing this Agreement after having received full legal advice as to their respective rights and have
3 had the opportunity to obtain independent counsel to review this Agreement;

4 1.21 WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement,
5 any of the terms of this Agreement, and any documents filed in connection with the Settlement shall
6 not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or
7 evidence of: (i) any wrongdoing by any Released Parties; (ii) any violation of any statute, law, or
8 regulation by Released Parties; (iii) any liability on the claims or allegations in the Action on the part
9 of any Released Parties; (iv) any waiver of Grubhub's right to arbitration or the enforceability of any
10 Grubhub's arbitration agreement; or (v) the propriety of certifying a litigation class or collective action
11 or pursuing representative relief under PAGA in the Action or any other proceeding; and shall not be
12 used by any Person for any purpose whatsoever in any administrative or legal proceeding, including
13 but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement. There
14 has been no final determination as to the merits of the claims asserted by Plaintiffs against Grubhub,
15 nor has there been any final determination as to whether representative claims may properly be pursued,
16 other than for settlement purposes only;

17 1.22 WHEREAS, for settlement purposes only, Grubhub will stipulate to the certification of
18 class claims that are subject to the certification requirements of Federal Rule of Civil Procedure 23, on
19 the express conditions that Grubhub does so exclusively for settlement purposes and does not waive its
20 right to compel arbitration or oppose class certification for any other purpose. If this Settlement
21 Agreement is not preliminarily or finally approved, this paragraph, the Settlement Agreement, and any
22 class certified pursuant to the Settlement Agreement are all void ab initio. Grubhub disputes that
23 certification is proper for the purposes of litigating the class claims proposed in or flowing from the
24 claims asserted in this Action;

25 1.23 WHEREAS, for settlement purposes only, Grubhub will stipulate to the conditional
26 certification of claims that are subject to the certification requirements of the Fair Labor Standards Act,
27 29 U.S.C. §§ 201, *et seq.*, on the express conditions that Grubhub does so exclusively for settlement
28 purposes and does not waive its right to compel arbitration or oppose class certification for any other

1 purpose. If this Settlement Agreement is not preliminarily or finally approved, this paragraph, the
2 Settlement Agreement, and any collective action certified pursuant to the Settlement Agreement are all
3 void ab initio. Grubhub disputes that conditional certification is proper for the purposes of litigating
4 the FLSA claims proposed in or flowing from the claims asserted in this Action;

5 1.24 WHEREAS, upon execution of this Settlement Agreement, Settlement Class Counsel
6 will promptly submit to the Court in concurrence with a motion for preliminary approval of the
7 Settlement an Amended Complaint for Settlement, without material variation from Exhibit C, that will
8 amend the operative complaint in this Action, understanding that, in the event the Court finally
9 approves the Settlement and the Amended Complaint for Settlement, said Amended Complaint for
10 Settlement shall be deemed timely filed and the operative complaint in the Action, and that in the event
11 the Court does not finally approve the proposed Settlement or the Amended Complaint for Settlement,
12 this Paragraph, the Amended Complaint for Settlement and the Settlement shall be void ab initio;

13 1.25 WHEREAS, the Parties desire to compromise and settle all Released Claims, including
14 all issues and claims that have been, could have been, or should have been brought against Grubhub or
15 related persons in the Action;

16 1.26 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
17 AGREED, by Plaintiffs for themselves and on behalf of the Settlement Class and by Grubhub, that,
18 subject to the approval of the Court, the Action shall be settled, compromised, and dismissed, on the
19 merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled, and
20 dismissed as to the Released Parties, in the manner and upon the terms and conditions hereafter set
21 forth in this Settlement Agreement.

22 **II. DEFINITIONS**

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

25 2.1 “Bar Date” means the final time and date by which a Claim Form must be postmarked
26 or submitted to the Settlement Administrator for a Settlement Class Member to be eligible to receive
27 an Individual Settlement Payment. The Bar Date shall be sixty (60) days after the Notice Distribution
28 Date and shall be specifically identified and set forth in the Preliminary Approval Order and the

1 Settlement Class Notice. Notwithstanding this “Bar Date”, the parties may agree to allow Settlement
2 Class Members to continue to submit claims up to the latest time practicable in order for them to be
3 included in the settlement distribution.

4 2.2 “Authorized Claimant” means any Settlement Class Member who submits a valid and
5 timely Claim that qualifies for a payment under the terms of this Settlement Agreement and who by
6 validly and timely submitting the Claim using the Claim Form consents to join as a party plaintiff in
7 the Fair Labor Standards Act (“FLSA”) claims in this Action.

8 2.3 “Authorized Claimants’ Released Claims” means all of the Settlement Class Members’
9 Released Claims as well as any and all claims, debts, liabilities, demands, obligations, guarantees,
10 penalties, costs, expenses, attorneys’ fees, damages, liquidated damages, action, or causes of action,
11 whether known or unknown, contingent or accrued, against the Released Parties arising out of or related
12 to the facts alleged in the Amended Complaint for Settlement or the FLSA. For the removal of doubt,
13 the foregoing release includes any unknown claims related to the claims asserted in this Action or under
14 the FLSA that an Authorized Claimant does not know or suspect to exist in his or her favor, which if
15 known by him or her, might have affected this Settlement Agreement and release of the Released
16 Parties.

17 2.4 “Claim” means the submission to be made by a Settlement Class Member using the
18 Claim Form, which form shall serve as the Settlement Class Member’s means of requesting payment
19 from the Total Settlement Amount and serve as that Settlement Class Member’s Consent to Join as a
20 party plaintiff to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b).

21 2.5 “Claim Form” means the document included in the Settlement Class Notice without
22 material variation from the relevant portion of Exhibit A. The Claim Form, if signed by a Settlement
23 Class Member and timely and validly submitted to the Settlement Administrator, shall serve as that
24 Settlement Class Member’s Consent to Join as a party plaintiff to the FLSA claims asserted in this
25 Action pursuant to 29 U.S.C. § 216(b), and effect a full and complete release of all claims under the
26 FLSA based on or reasonably related to the claims asserted in this Action. To be valid, a Claim Form
27 must be signed without any deletion or amendment to its language regarding the release of the FLSA
28 claims and without any deletion or amendment to any other portion. If the Court does not finally

1 approve this Settlement Agreement, any Consent to Join and release of the FLSA claims filed on behalf
2 of any Settlement Class Member shall be void ab initio.

3 2.6 “Consent to Join” means a Settlement Class Member’s consent to join as a party plaintiff
4 to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b). A Settlement Class
5 Member’s signed Claim Form that is timely and validly submitted to the Settlement Administrator shall
6 serve as that Settlement Class Member’s Consent to Join.

7 2.7 “Delivery Partner” means any individual who has been approved to use or has used the
8 Grubhub platform as an independent contractor service provider.

9 2.8 “Settlement Class Counsel” means Lichten & Liss-Riordan, P.C. and the Law Offices
10 of Todd M. Friedman, P.C.

11 2.9 “Court” means the United States District Court for the Northern District of California
12 and the Judge assigned to the Action, the Honorable Jacqueline Scott Corley.

13 2.10 “Dispute Resolution Fund” means the fund consisting of \$ 1 million dollars and no cents
14 (\$1,000,000) set aside from the Total Settlement Amount to be used: (i) to resolve any bona fide
15 disputes that may arise regarding the calculation and disbursement of Individual Settlement Payments
16 according to the Plan of Allocation, as provided in Section V; and (ii) to disburse Individual Settlement
17 Payments to individuals mistakenly excluded from the Settlement Class, as provided in Paragraph 6.11.
18 The Dispute Resolution Fund shall be paid from the Total Settlement Amount. Prior to final approval,
19 the Settlement Administrator shall submit an accounting to the Court of the monies that have been
20 allocated from the Dispute Resolution Fund. Following the Bar Date, any monies not allocated from
21 the Dispute Resolution Fund shall revert to the general fund for distribution to the Settlement Class
22 pursuant to Paragraph 5.8.

23 2.11 “Effective Date” means seven (7) days after which both of the following events have
24 occurred: (i) the Court’s Final Approval order and Judgment has been entered, and (ii) the Court’s
25 Final Approval order and Judgment have become Final.

26 2.12 “Estimated Miles” means the estimated number of straight-line miles from the location
27 where orders are picked up to the location where orders are delivered, for each Settlement Class
28 Member during the Settlement Period, as determined by Grubhub’s records.

2.13 “Exclusion/Objection Deadline” means the final date by which a Settlement Class Member may either (i) object to any aspect of the Settlement (pursuant to the Preliminary Approval Order and Section VIII), or (ii) request to be excluded from the Settlement (pursuant to the Preliminary Approval Order and Section VII). The Exclusion/Objection Deadline 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.

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

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

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

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

punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs, or disbursements against the Released Parties, including unknown claims covered by California Civil Code section 1542, as quoted below in Paragraph 9.3, by Plaintiffs, arising from December 3, 2014, to the date on which the Court enters the Preliminary Approval Order, for any type of relief that can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief with the exception of any claims which cannot be released as a matter of law. The claims released pursuant to this paragraph include but are not limited to the Settlement Class Members' Released Claims, as well as any other claims under any provision of the FLSA, the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940 et seq.; the Unruh Civil Rights Act, California Civil Code section 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act of 1967, as amended; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the National Labor Relations Act; and all of their implementing regulations and interpretive guidelines.

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

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

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

1 2.21 “Notice Distribution Date” means the date of the initial distribution of the Settlement
2 Class Notice to Settlement Class Members as set forth in Section VI.

3 2.22 “Opt-Out List” means the Court-approved list of all persons who timely and properly
4 request exclusion from the Settlement Class as set forth in Section VII.

5 2.23 “PAGA Claims” means Plaintiffs’ representative claims seeking penalties pursuant to
6 PAGA, as alleged in the Amended Complaint for Settlement and/or premised on any other provision
7 of the Labor Code, Wage Orders, or any other statute or regulation based upon independent contractor
8 misclassification to the fullest extent permitted by law.

9 2.24 “PAGA Payment” means a total payment of \$2 million to settle all claims under the
10 PAGA. From this amount, seventy-five percent (75%) will be paid to the LWDA for civil penalties
11 pursuant to the PAGA and twenty-five percent (25%) will be distributed to Settlement Class Members.

12 2.25 “Plaintiffs” means Raef Lawson and Rejenna Marshall collectively.

13 2.26 “Plan of Allocation” means the plan for allocating the Total Settlement Amount between
14 and among Settlement Class Members as approved by the Court.

15 2.27 “Preliminary Approval Date” means the date that the Court enters the Preliminary
16 Approval Order and thus: (i) preliminarily approves the Settlement Agreement, and the exhibits
17 thereto, and (ii) enters an order providing for notice to the Settlement Class, an opportunity to opt out
18 of the Settlement Class, an opportunity to submit timely objections to the Settlement, a procedure for
19 submitting Claims, and setting a hearing on the fairness of the terms of the Settlement Agreement,
20 including approval of the Settlement Class Counsel Award.

21 2.28 “Preliminary Approval Order” means the order that Plaintiffs and Grubhub will seek
22 from the Court, without material variation from Exhibit B. Entry of the Preliminary Approval Order
23 shall constitute preliminary approval of the Settlement Agreement.

24 2.29 “Released Claims” shall be construed as broadly as possible to effect complete finality
25 over this litigation involving Grubhub. “Released Claims” include (i) Settlement Class Members’
26 Released Claims, (ii) Plaintiffs’ General Released Claims, and (iii) Authorized Claimants’ Released
27 Claims. Notwithstanding any other provision of this Settlement Agreement, “Released Claims” do not
28 include claims for personal injuries. Moreover, the release of any claims under the FLSA contemplated

1 by this Settlement Agreement shall be effectuated only after a Settlement Class Member has timely
2 and validly submitted a Claim Form and thereby Consented to Join as a party to the FLSA claims
3 asserted in this action pursuant to 29 U.S.C. § 216(b).

4 2.30 “Released Parties” means (i) Grubhub Holdings Inc. and Grubhub Inc. and their past,
5 present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and
6 any other legal entities, whether foreign or domestic, that are owned or controlled by Grubhub Holdings
7 Inc. or Grubhub Inc. (but not including Delivery Partners who use the Grubhub platform); and (ii) the
8 past, present, and future shareholders, officers, directors, members, investors, agents, employees,
9 agents, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors,
10 successors, and assigns of the entities listed in (i).

11 2.31 “Amended Complaint for Settlement” means the Amended Complaint for Settlement in
12 the Action, without material variation from Exhibit C, that Settlement Class Counsel shall seek to file
13 pursuant to Paragraph 3.5.2 and shall file concurrently with the proposed Preliminary Approval Order.

14 2.32 “Service Awards” means the amounts approved by the Court to be paid to Plaintiffs in
15 addition to their respective Individual Settlement Payments, in recognition of their efforts in coming
16 forward as named plaintiffs and participating in this case for a decade, including at trial. The Service
17 Award amount payable to Plaintiff Lawson is not to exceed one hundred thousand dollars (\$100,000),
18 and the Service Award amount payable to Plaintiff Marshall is not to exceed five thousand dollars
19 (\$5,000).

20 2.33 “Settlement” means the settlement of this Action between and among Plaintiffs and
21 Grubhub, as set forth in this Settlement Agreement, and including all attached Exhibits, which are an
22 integral part of this Settlement Agreement and are incorporated in their entirety by reference.

23 2.34 “Settlement Administrator” means Simpluris, the administrator selected by the parties.

24 2.35 “Settlement Administrator Expenses” means the maximum amount to be paid to the
25 Settlement Administrator from the Total Settlement Amount, which shall be two hundred and sixty
26 thousand dollars (\$260,000). All Settlement Administrator Expenses are to be paid exclusively from
27 the Total Settlement Amount.
28

1 2.36 “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 2.37 “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 2.38 “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 2.39 “Settlement Class Member” means any member of the Settlement Class.

22 2.40 “Settlement Class Members’ Released Claims” means any and all past and present
23 claims, actions, demands, causes of action, suits, debts, guarantees, obligations, rights, or liabilities, of
24 any nature and description whatsoever, known or unknown, asserted or unasserted, existing or
25 potential, recognized now or hereafter, contingent or accrued, expected or unexpected, disclosed or
26 undisclosed, apparent or unapparent, pursuant to any theory of recovery (including, but not limited to,
27 those based in tort or contract; common law or equity; or federal, state, county, city, or local law,
28 statute, ordinance, rule, regulation, or interpretative guideline), and for any type of relief that can be

1 released as a matter of law (including, without limitation, claims for compensatory, consequential,
2 liquidated, punitive, statutory, or exemplary damages; unpaid wages or costs; penalties; sanctions;
3 equitable remedies; interest; or attorneys' fees, costs, or disbursements other than those expressly
4 awarded by the Court under this Agreement) that arise out of, relate to, or are based on the facts alleged
5 in the Amended Complaint for Settlement, and all claims premised on, arising out of, or relating to the
6 allegation that Delivery Partners were misclassified as independent contractors during the Settlement
7 Period. For the removal of doubt, the foregoing release includes all claims pertaining to employment,
8 misclassification, hours of work, wage-and-hour violations, unpaid wages or costs, timely payment of
9 wages, regular wages, final wages, tips, minimum wages, overtime wages, working more than six (6)
10 days in seven (7), expense reimbursement, wage statements, payroll recordkeeping, reporting time,
11 improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest
12 breaks, sick leave, final pay, waiting time penalties, PAGA penalties, unfair business practices, and
13 any other perquisites of employment, including but not limited to the California Labor Code, Industrial
14 Welfare Commission Wage Orders, and California Business and Professions Code § 17200 et seq. The
15 foregoing release also includes unknown claims covered by California Civil Code section 1542, as
16 quoted below in Paragraph 9.3.

17 2.41 "Settlement Class Notice" means the notice of class, representative, and collective
18 action settlement and enclosed Claim Form to be provided to Settlement Class Members, without
19 material variation from the relevant portion of Exhibit A.

20 2.42 "Settlement Period" means December 3, 2014, through the Preliminary Approval Date.

21 2.43 "Total Settlement Amount" means Twenty-Four Million Seven Hundred and Fifty
22 Thousand Dollars and Zero Cents (\$24,750,000), which will resolve all Released Claims, and is the
23 maximum amount that Grubhub is obligated to pay under this Settlement Agreement under any
24 circumstances to resolve and settle this Action, subject to Court approval. The Total Settlement
25 Amount includes all costs and fees, including, but not limited to, the Settlement Class Counsel Award,
26 Settlement Administrator Expenses, Dispute Resolution Fund, escrow costs and expenses, the Service
27 Awards, interest, all payments to the Settlement Class and Plaintiffs, and the PAGA Payment.

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

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

1 Grubhub expressly reserves the right to oppose certification of any purported class or collective should
2 the settlement fail to become final and effective.

3 3.3 The Settlement is not intended to and may not be deemed to affect the enforceability of
4 any arbitration agreement between Grubhub and any member of the Settlement Class, including
5 Plaintiff.

6 3.4 The Parties stipulate to the form of, and agree to submit to the Court for its
7 consideration, this Settlement Agreement, and the following Exhibits to this Settlement Agreement:
8 Settlement Class Notice (Exhibit A), [Proposed] Preliminary Approval Order (Exhibit B), and
9 [Proposed] Amended Complaint for Settlement (Exhibit C).

10 3.5 Solely for purposes of implementing this Agreement and effectuating the proposed
11 Settlement, the Parties agree and stipulate that:

12 3.5.1 Settlement Class Counsel shall amend the letter sent on behalf of Plaintiffs to
13 the LWDA to add any and all potential claims necessary to effectuate the Released Claims.

14 3.5.2 Plaintiffs shall seek the Court's permission to file the Amended Complaint for
15 Settlement, without material variation from Exhibit C, and Grubhub shall consent to such amendment
16 pursuant to Federal Rule of Civil Procedure 15(a)(2). The Amended Complaint for Settlement shall be
17 filed concurrently with the submission of the motion for preliminary approval of the Settlement
18 Agreement, so that the Amended Complaint for Settlement may be filed or deemed filed promptly upon
19 entry of the Preliminary Approval Order. Obtaining the Court's approval to file the Amended
20 Complaint for Settlement and the subsequent prompt entry of the Amended Complaint for Settlement
21 are material conditions of this Settlement Agreement. The Parties agree that the filing of the Amended
22 Complaint for Settlement will streamline the settlement process. The Parties further agree and stipulate
23 that the allegations in the Amended Complaint for Settlement are deemed controverted by the answer
24 previously filed by Grubhub in response to the currently operative complaint, such that no further
25 responsive pleading from Grubhub is required. If for any reason the Settlement Agreement does not
26 become Final or the Effective Date does not occur, the Amended Complaint for Settlement shall be
27 stricken from the record, the operative complaint in the Action shall revert to the filed complaint that
28

1 preceded the Amended Complaint for Settlement; and the amended letters sent to the LWDA pursuant
2 to paragraph 3.5.1 shall be void ab initio.

3 3.5.3 The Court may enter the Preliminary Approval Order, without material variation
4 from Exhibit B, preliminarily approving the Settlement and this Agreement. Among other things, the
5 Preliminary Approval Order shall grant leave to preliminarily certify the Settlement Class and an FLSA
6 collective for settlement purposes only; approve Plaintiffs as class representatives, appoint Settlement
7 Class Counsel to represent the Settlement Class, and appoint the Settlement Administrator; approve
8 the Settlement Class Notice, and the notice plan embodied in the Settlement Agreement, and approve
9 them as consistent with Federal Rule of Civil Procedure 23, 29 U.S.C. § 201, et seq. and due process;
10 set out the requirements for disputing the information upon which Settlement Class Members' share of
11 the Settlement will be calculated, objecting to the Settlement Agreement, excluding Settlement Class
12 Members from the Settlement Class, all as provided in this Settlement Agreement; provide that
13 certification of the Settlement Class and all actions associated with each certification are undertaken
14 on the condition that each certification and other actions shall be automatically vacated and of no force
15 or evidentiary effect if this Agreement is terminated, as provided in this Agreement, or if the Settlement
16 does not become Final; and schedule the Final Approval Hearing.

17 3.6 Within ten (10) days of the Preliminary Approval Date, Settlement Class Counsel will
18 notify the LWDA of the Preliminary Approval Order.

19 3.7 At the Final Approval Hearing, Plaintiffs shall request entry of a Final Approval order
20 and Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this
21 Settlement and that, among other things:

22 3.7.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
23 consummation pursuant to the terms of the Settlement Agreement;

24 3.7.2 Finds that Settlement Class Counsel and Plaintiffs adequately represent the
25 Settlement Class for the purpose of entering into and implementing the Agreement;

26 3.7.3 Re-confirms the appointment of the Settlement Administrator and finds that the
27 Settlement Administrator has fulfilled its initial duties under the Settlement;
28

1 3.7.4 Finds that the Settlement Class Notice (i) constituted the best practicable notice;
2 (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement
3 Class Members of the pendency of the Action, and their right to exclude themselves from or object to
4 the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and
5 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all
6 applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable
7 rules or law;

8 3.7.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
9 list of all Settlement Class Members who have timely requested exclusion from the Settlement Class
10 and, accordingly, shall neither share in the Settlement nor be bound by the Final Approval order and
11 Judgment;

12 3.7.6 Directs that the Final Approval order and Judgment of dismissal shall be final
13 and entered forthwith;

14 3.7.7 Without affecting the finality of the Final Approval order and Judgment, retains
15 continuing jurisdiction over Plaintiffs, the Settlement Class, and Grubhub as to all matters concerning
16 the administration, consummation, and enforcement of this Settlement Agreement;

17 3.7.8 Adjudges that, as of the date on which the Court enters the Final Approval
18 Order, Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement
19 Class as provided in the Opt-Out List approved by the Court, and their Legally Authorized
20 Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries,
21 representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or
22 purporting to act for them or on their behalf, regardless of whether they have received actual notice
23 of the proposed Settlement, have conclusively compromised, settled, discharged, and released
24 Plaintiffs' General Released Claims (in the case of Plaintiffs), the Authorized Claimants' Released
25 Claims (in the case of the Authorized Claimants), and Settlement Class Members' Released Claims
26 (in the case of the Settlement Class Members) against Grubhub and the Released Parties, and are
27 bound by the provisions of this Settlement Agreement;

1 3.7.9 Affirms that, notwithstanding the submission of a timely request for exclusion,
2 Settlement Class Members will still be bound by the settlement and release of the PAGA Claims or
3 remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests
4 for exclusion do not apply to the PAGA Claims, and further affirms that the State's claims for civil
5 penalties pursuant to PAGA are also extinguished;

6 3.7.10 Declares this Agreement and the Final Approval order and Judgment to be
7 binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other
8 proceedings: (i) that encompass Plaintiffs' Claims, and that are maintained by or on behalf of Plaintiffs
9 and/or their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators,
10 principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
11 through them or acting or purporting to act for them or on their behalf; and (ii) that encompass the
12 Settlement Class Members' Released Claims and that are maintained by or on behalf of any Settlement
13 Class Member who has not been excluded from the Settlement Class as provided in the Opt-Out List
14 approved by the Court and/or his or her Legally Authorized Representatives, heirs, estates, trustees,
15 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors,
16 and/or anyone claiming through them or acting or purporting to act for them or on their behalf,
17 regardless of whether the Settlement Class Member previously initiated or subsequently initiates
18 individual litigation, arbitration, or other proceedings encompassed by the Settlement Class Members'
19 Released Claims, and even if such Settlement Class Member never received actual notice of the Action
20 or this proposed Settlement;

21 3.7.11 Determines that the Agreement and the Settlement provided for herein, and any
22 proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or
23 construed as evidence of, or a presumption, concession, or admission by, any Party of liability or non-
24 liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA
25 representative claims may validly be pursued, or of any misrepresentation or omission in any statement
26 or written document approved or made by any Party; provided, however, that reference may be made
27 to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to
28 effectuate the provisions of this Agreement, as further set forth in this Agreement;

1 3.7.12 Orders that the preliminary approval of the Settlement, certification of the
2 Settlement Class, and Final Approval of the proposed Settlement, and all actions associated with them,
3 are undertaken on the condition that they shall be vacated and void ab initio if the Settlement Agreement
4 is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court
5 of review in which event the Agreement and the fact that it was entered into shall not be offered,
6 received, or construed as an admission or as evidence for any purpose, including but not limited to an
7 admission by any Party of liability or non-liability or of any misrepresentation or omission in any
8 statement or written document approved or made by any Party, or of the certifiability of a litigation
9 class or the appropriateness of maintaining a representative action, as further provided in Section XI;

10 3.7.13 Authorizes the Parties, with approval from the Court, to agree to and adopt such
11 amendments, modifications, and expansions of this Agreement, including all Exhibits hereto, as (i)
12 shall be consistent in all material respects with the Final Approval order and (ii) do not limit the rights
13 of Settlement Class Members; and

14 3.7.14 Contains such other and further provisions consistent with the terms of this
15 Settlement Agreement to which the Parties expressly consent in writing.

16 3.8 At the Final Approval Hearing and as a part of the Final Approval of this Settlement,
17 Settlement Class Counsel will also request approval of the Plan of Allocation set forth in Section V.
18 Any modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
19 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
20 Agreement, or (iii) impose any obligation on Grubhub to increase the consideration paid in connection
21 with the Settlement.

22 3.9 At the Final Approval Hearing, Settlement Class Counsel may also request entry of an
23 Order approving the Settlement Class Counsel Award and the Service Awards to Plaintiffs. Any such
24 Settlement Class Counsel Award or Service Awards shall be paid exclusively from the Total Settlement
25 Payment. In no event shall any Released Party otherwise be obligated to pay for any attorneys' fees
26 and expenses or the Service Award. The disposition of Settlement Class Counsel's application for a
27 Settlement Class Counsel Award, and for the Service Awards, is within the sound discretion of the
28 Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement

1 Agreement that such application be granted. Any disapproval or modification of such application by
2 the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the
3 Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any
4 Released Party pays in connection with the Settlement.

5 3.10 In no event shall any Released Party be obligated to pay settlement administration
6 expenses beyond those provided for in this Agreement.

7 3.11 Within ten (10) days after entry of Judgment, Settlement Class Counsel will provide a
8 copy of the Judgment to the LWDA.

9 **IV. SETTLEMENT CONSIDERATION**

10 4.1 The Total Settlement Amount is \$24,750,000. This is an “all in” number that will
11 resolve all Released Claims, and which includes, without limitation, all monetary benefits and
12 payments to the Settlement Class and Plaintiffs, the Service Awards, Settlement Class Counsel Award,
13 Settlement Administrator Expenses, Dispute Resolution Fund, and the PAGA Payment, and all claims
14 for interest, fees, and costs. Under no circumstances shall Grubhub be required to pay anything more
15 than the Total Settlement Amount. In no event shall Grubhub be liable for making any payments under
16 this Settlement, or for providing any relief to Settlement Class Members, before the deadlines set forth
17 in this Agreement.

18 4.2 Plaintiffs and all Settlement Class Members who receive a payment of any kind from
19 the Total Settlement Amount (including, in the case of Plaintiffs, Service Awards) expressly
20 acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be
21 issued, if required. Plaintiffs and all Settlement Class Members who receive a payment of any kind
22 from the Total Settlement Amount agree to timely pay in full all the federal, state, and municipal
23 income taxes owed on such payments.

24 4.3 Plaintiffs and Settlement Class Counsel agree not to seek Service Awards in excess of
25 one hundred thousand dollars (\$100,000) for Plaintiff Lawson and five thousand dollars (\$5,000) for
26 Plaintiff Marshall. Grubhub agrees to the amount of the Service Awards (if any) granted by the Court.

27 4.4 Settlement Class Counsel agrees not to seek an award of attorneys’ fees, costs and
28 expenses from the Court in excess of \$8,250,000 (33.3%) of the Total Settlement Amount of

1 \$24,750,000. Grubhub agrees to the amount of attorneys' fees, costs, and expenses (if any) granted by
2 the Court.

3 4.5 The payment of the Settlement Class Counsel Award, the Service Awards, the
4 Settlement Administrator Expenses, the Individual Settlement Payments, and the PAGA Payment shall
5 be made by the Settlement Administrator from the Total Settlement Amount within thirty (30) days
6 after the Effective Date.

7 4.6 The Settlement Administrator shall pay the Settlement Class Counsel Award by wire
8 transfer, or by check, payable to "Lichten & Liss-Riordan, P.C." Settlement Class Counsel shall
9 provide the Settlement Administrator notice of receipt of the Settlement Class Counsel Award.

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

11 5.1 Within fourteen (14) calendar days following the Effective Date, Grubhub shall provide
12 \$20,000,000 to the Settlement Administrator. And within one hundred eighty (180) days of the
13 Effective Date, Grubhub shall provide the remainder of the Total Settlement Amount (\$4,750,000) to
14 the Settlement Administrator. The Settlement Administrator shall thereafter distribute the funds in the
15 manner and at the times set forth in this Agreement.

16 5.2 To receive an Individual Settlement Payment from the Total Settlement Amount, a
17 Settlement Class Member or his or her Legally Authorized Representative must timely submit a Claim
18 Form that satisfies the requirements of paragraph 5.3, must not have submitted a request for exclusion,
19 and must be eligible for a payment under the Plan of Allocation.

20 5.3 A Claim Form is timely if it is postmarked by the Bar Date (or later, if agreed to by the
21 parties) and mailed or submitted as an attachment to an email to the Settlement Administrator at the
22 address in the Settlement Class Notice, or if it is submitted online to the Settlement Administrator, in
23 accordance with the online submission instructions to be provided by the Settlement Administrator, by
24 the Bar Date. The Claim Form must be signed (electronically, if submitted via online portal) under
25 penalty of perjury. To be valid, a Claim Form must be signed without any deletion or amendment to
26 its language, regarding the release of FLSA claims and without any deletion or amendment to any other
27 portion.
28

1 5.4 Settlement Class Members who timely submit a Claim Form will receive their
2 proportionate share of the Total Settlement Amount. No Settlement Class Member who timely submits
3 a Claim Form will receive less than \$25.

4 5.5 Settlement Class Members are not eligible to receive any compensation other than the
5 Individual Settlement Payment.

6 5.6 The Settlement Administrator shall calculate and distribute initial Individual Settlement
7 Payments for the Settlement Class Members within thirty (30) days following the Effective Date,
8 provided Grubhub has provided the Total Settlement Amount to the Settlement Administrator in
9 accordance with Paragraph 5.1.

10 5.7 Individual Settlement Payments shall be paid proportionately to the Estimated Miles
11 traversed while using the Grubhub platform as a Delivery Partner, according to Grubhub's records (but
12 with no Settlement Class Member who submits a claim receiving less than \$25). Grubhub will produce
13 Settlement Class Information needed for the allocation to be calculated. The Total Settlement Amount
14 is non-reversionary.

15 5.8 Following distribution of the Individual Settlement Payments to Settlement Class
16 Members, any Settlement Class Members who received checks for more than \$100 that remain
17 uncashed more than sixty (60) days after distribution will receive a reminder to cash their check. All
18 funds not claimed prior to the Void Date (i.e. all funds from uncashed checks) shall be redistributed in
19 the second distribution to the Settlement Class Members who received and cashed their Individual
20 Settlement Payments. These unclaimed funds shall be redistributed pursuant to the same formula
21 described in Paragraph 5.7. These residual funds will only be distributed to Settlement Class Members
22 for whom this second payment would be at least \$50. The value of any uncashed checks following this
23 residual distribution will be donated on a cy pres basis to Legal Aid at Work.

24 5.9 The Individual Settlement Payments received shall be reported by the Settlement
25 Administrator to the applicable governmental authorities on IRS Form 1099s (if required). The
26 portions allocated to Service Awards shall likewise be reported on IRS Form 1099s by the Settlement
27 Administrator. The Settlement Administrator shall be responsible for issuing copies of IRS Form
28 1099s for Plaintiffs and the Settlement Class Members.

1 **VI. NOTICE PROCEDURES**

2 6.1 No more than fourteen (14) calendar days after entry of the Preliminary Approval Order,
3 Grubhub shall provide the Settlement Administrator with the Settlement Class Information for purposes
4 of sending the Settlement Class Notice to Settlement Class Members.

5 6.2 No more than twenty (20) calendar days after entry of the Preliminary Approval Order
6 (on the Notice Distribution Date), the Settlement Administrator shall send the Settlement Class Notice
7 to the Settlement Class Members, via electronic mail.

8 6.3 The Settlement Class Notice will inform Settlement Class Members of their right to
9 request exclusion from the Settlement, of their right to object to the Settlement, of their right to dispute
10 the information upon which their share of the Settlement will be calculated, and the claims to be
11 released.

12 6.4 The Settlement Class Notice shall include an explanation for how the Estimated Miles
13 will be used to calculate the Individual Settlement Payments. The Settlement Administrator's
14 determination of the amount of any Settlement Class Member's Estimated Miles shall be binding upon
15 the Settlement Class Member, and the Parties. There will be a presumption that Grubhub's records are
16 correct, absent evidence produced by a Settlement Class Member to the contrary. A Settlement Class
17 Member who wishes to dispute their Estimated Miles must contact the Settlement Administrator by
18 mail or email and must provide documentation in the form of tax records or trip histories from the
19 Grubhub platform.

20 6.5 If any Settlement Class Notice sent via electronic mail to any Settlement Class Member
21 is undeliverable, the Settlement Administrator shall, within seven (7) days of an undeliverable email,
22 mail the Settlement Class Notice to each Settlement Class Member whose Settlement Class Notice was
23 undeliverable. Before mailing, the Settlement Administrator shall make a good-faith attempt to obtain
24 the most-current names and postal mail addresses for all Settlement Class Members to receive such
25 postal mail, including cross-checking the names and/or postal mail addresses it received from Grubhub,
26 as well as any other sources, with appropriate databases (e.g., the National Change of Address
27 Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for more-current
28 names and/or postal mail addresses for Settlement Class Member. All Settlement Class Members'

1 names and postal mail addresses obtained through these sources shall be protected as confidential and
2 not used for purposes other than the notice and administration of this Settlement. The Settlement
3 Administrator shall exercise its best judgment to determine the current mailing address for each
4 Settlement Class Member. The address determined by the Settlement Administrator as the current
5 mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
6 The Bar Date and Exclusion/Objection Deadlines shall be extended as necessary in order to ensure that
7 the Settlement Class Member receiving a mailed notice has sixty (60) days to submit a claim form or
8 to opt-out or object to the Settlement.

9 6.6 If any Settlement Class Notice to a Settlement Class Member is returned to the
10 Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the
11 postal mailing to that address. For any remaining returned postal mailings, the Settlement
12 Administrator shall make a good-faith search of an appropriate database (as described in the preceding
13 paragraph), and postal mailings shall be forwarded to any new postal mail address obtained through
14 such a search. In the event that any Settlement Class Notice is returned as undeliverable a second time,
15 no further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing
16 the instances Settlement Class Notices are returned as undeliverable.

17 6.7 At least two (2) reminders will be sent to Settlement Class Members following the initial
18 Settlement Class Notice, and the parties will agree to any further reminders that may be reasonably
19 necessary to assure adequate opportunity for Settlement Class Members to participate in the settlement.
20 These reminders will be sent to Settlement Class Members who have not already submitted a claim
21 form, opt-out request, or objection. These reminders will be sent via email to those Settlement Class
22 Members whose emailed notices were not returned as undeliverable and via mail for those Settlement
23 Class Members who received their initial Settlement Class Notice in the mail.

24 6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and
25 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
26 current addresses for Settlement Class Members such that no additional efforts to do so shall be
27 required.
28

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

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

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

1 7.1 Settlement Class Members (with the exception of Plaintiffs) may opt out of the
2 Settlement. Those who wish to exclude themselves (or “opt out”) from the Settlement Class must
3 submit timely, written requests for exclusion. To be effective, such a request must include the
4 Settlement Class Member’s name, address, and telephone number; a clear and unequivocal statement
5 that the Settlement Class Member wishes to be excluded from the Settlement Class; and the signature
6 of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class
7 Member. The request must be mailed or submitted in the body of an email (from the Settlement Class
8 Member’s account used to sign up on the Grubhub platform) to the Settlement Administrator at the
9 address provided in the Settlement Class Notice and must be postmarked or emailed no later than the
10 Exclusion/Objection Deadline. For those Settlement Class Members who submit a request in an email,
11 the Settlement Class Member’s typed name at the bottom of the email shall constitute their signature.
12 The date of the postmark or email shall be the exclusive means used to determine whether a request for
13 exclusion has been timely submitted. Requests for exclusion must be exercised individually by the
14 Settlement Class Member or the Settlement Class Member’s Legally Authorized Representative, not
15 as or on behalf of a group, class, or subclass. All requests for exclusion must be submitted by the
16 requesting Settlement Class Member (or their Legally Authorized Representative), except that the
17 Settlement Class Member’s counsel may submit an opt-out request on behalf of the individual
18 Settlement Class Member if:

19 7.1.1 The Settlement Class Member’s counsel retains a copy of the Settlement Class
20 Member’s signed retention agreement with the counsel who is submitting the opt-out request, along
21 with a copy of any other agreements between the Settlement Class Member and counsel who is
22 submitting the opt-out request or their co-counsel, and agrees that any such agreements shall be
23 provided to the Court in camera if the Court so requests;

24 7.1.2 The Settlement Class Member’s counsel submits a declaration under penalty of
25 perjury that:

26 7.1.2.1 Avers that the Settlement Class Member signed a retention agreement
27 with the individual attorney signing the declaration and submitting the
28 opt-out request, and identifies approximately when this occurred;

1 7.1.2.2 Avers that the attorney signing the declaration (a) personally advised
2 the Settlement Class Member of the estimate the parties provided of
3 how much the individual Settlement Class Member would have
4 recovered under the Settlement (assuming a fifty percent (50%) claim
5 rate); and (b) personally inquired whether the Settlement Class Member
6 would prefer to accept the settlement or opt out and maintain their right
7 to pursue individual claims, and the Settlement Class Member
8 consented verbally or in writing to opt out; and

9 7.1.3 Contains the advising attorney's original signature.

10 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
11 receives and provide copies of the log and all such requests for exclusion to Settlement Class Counsel
12 and counsel for Grubhub upon request. The Settlement Administrator shall automatically notify
13 Settlement Class Counsel and counsel for Grubhub if and when the number of timely submitted
14 requests for exclusion reaches two hundred fifty (250).

15 7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly
16 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval
17 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

18 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by
19 the Court shall be bound by this Settlement Agreement, and all their claims shall be dismissed with
20 prejudice and released as provided for herein, even if they never received actual notice of the Action
21 or this proposed Settlement.

22 7.5 In the event that a Settlement Class Member submits a request for exclusion that the
23 parties do not believe was timely and/or properly submitted, the Court shall determine whether the
24 request for exclusion was timely and properly submitted.

25 7.6 Plaintiffs agree not to request exclusion from the Settlement Class.

26 7.7 Settlement Class Members may request exclusion from the Settlement. Any such
27 Settlement Class Member may also object to the PAGA portion of the Settlement.
28

1 7.8 Notwithstanding the submission of a timely request for exclusion, Settlement Class
2 Members will still be bound by the settlement and release of the PAGA Claims or remedies under the
3 Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not
4 apply to the PAGA Claims and will not be effective to preclude the release of the PAGA Claims.

5 7.9 Settlement Class Members may object to or opt out of the Settlement but may not do
6 both. Any Settlement Class Member who submits a timely request for exclusion may not file an
7 objection to the Settlement, submit a Claim, or receive a Settlement Payment, and shall be deemed to
8 have waived any rights or benefits under the Settlement Agreement.

9 7.10 No later than ten (10) business days after the Exclusion/Objection Deadline, the
10 Settlement Administrator shall provide to Settlement Class Counsel and counsel for Grubhub the Opt-
11 Out List together with copies of the exclusion requests. Notwithstanding any other provision of this
12 Settlement Agreement, if more than two hundred fifty (250) Settlement Class Members exercise their
13 right to opt out of the Settlement, Grubhub at its sole and absolute discretion may rescind and revoke
14 the Settlement Agreement by sending written notice that it revokes the Settlement pursuant to this
15 Paragraph to Settlement Class Counsel within fourteen (14) business days following receipt of the Opt-
16 Out List.

17 7.11 Any Settlement Class Member who submits a timely and valid Claim Form, or does not
18 submit a timely and valid opt-out request, agrees to waive the Class Action Waiver in any existing
19 arbitration agreement between the Settlement Class Member and Grubhub with respect to the Released
20 Claims.

21 **VIII. PROCEDURES FOR OBJECTIONS**

22 8.1 Any Settlement Class Member who wishes to object to the fairness, reasonableness, or
23 adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator
24 a timely statement of the objection. The Settlement Administrator shall promptly forward any
25 objections to Settlement Class Counsel and counsel for Grubhub.

26 8.2 All written objections must (a) clearly identify the case name and number, (b) be
27 submitted to the Settlement Administrator by mail or in the body of an email, and (c) be emailed or
28 postmarked no later than the Exclusion/Objection Deadline. The date of the postmark on the return-

1 mailing envelope, or the date of the email, shall be the exclusive means used to determine whether the
2 written objection has been timely submitted. If an objection is submitted using more than one method
3 (e.g. if it is mailed and emailed), the earlier date shall be used to determine timeliness.

4 8.3 The objection must contain at least the following: (i) the objector's full name, address,
5 telephone, and signature; (ii) a clear reference to the Action; (iii) a statement of the basis for each
6 objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the
7 Final Approval Hearing, either in person or through counsel and, if through counsel, a statement
8 identifying that counsel by name, bar number, address, and telephone number. All objections shall be
9 signed by the objecting Settlement Class Member (or their Legally Authorized Representative), even
10 if the Settlement Class Member is represented by counsel. For those Settlement Class Members who
11 submit an objection in an email, the Settlement Class Member's typed name at the bottom of the email
12 shall constitute their signature.

13 8.4 The right to object to the proposed Settlement must be exercised individually by a
14 Settlement Class Member. Attempted collective, group, class, or subclass objections shall be
15 ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's
16 Legally Authorized Representative (who is not the Settlement Class Member's counsel).

17 8.5 Settlement Class Members who object to the proposed Settlement shall remain
18 Settlement Class Members, and shall be deemed to have voluntarily waived their right to exclude
19 themselves from the Settlement Class or pursue an independent remedy against Grubhub and the
20 Released Parties. To the extent any Settlement Class Member objects to the proposed Settlement
21 Agreement, and such objection is overruled in whole or in part, such Settlement Class Member will be
22 forever bound by the Final Approval order and Judgment.

23 8.6 It shall be Settlement Class Counsel's sole responsibility to respond to any objections
24 made with respect to any application for the Settlement Class Counsel Award and Service Awards.

25 8.7 The Settlement Administrator shall prepare a list of all persons who timely and properly
26 submitted an objection (the Objection List) and shall, before the Final Approval Hearing, submit an
27 affidavit to the Court attesting to the accuracy of the list.
28

1 **IX. RELEASES**

2 9.1 The Released Claims against each and all of the Released Parties shall be released and
3 dismissed with prejudice and on the merits (without an award of costs to any party other than as
4 provided in this Agreement) upon entry of the Final Approval order and Judgment.

5 9.2 As of the date on which the Court enters the Final Approval Order, Plaintiffs and all
6 Settlement Class Members who have not been excluded from the Settlement Class as provided in the
7 Opt-Out List, individually and on behalf of their Legally Authorized Representatives, heirs, estates,
8 trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone
9 claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge,
10 hold harmless, and covenant not to sue each and all of the Released Parties from each and all of
11 Plaintiffs' General Released Claims (in the case of Plaintiffs), the Authorized Claimants' Released
12 Claims (in the case of the Authorized Claimants), and the Settlement Class Members' Released Claims
13 (in the case of the Settlement Class Members), and by operation of the Judgment becoming Final shall
14 have fully and finally released, relinquished, and discharged all such claims against each and all of the
15 Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert
16 any of Plaintiffs' General Released Claims (in the case of Plaintiffs), the Authorized Claimants'
17 Released Claims (in the case of the Authorized Claimants), or the Settlement Class Members' Released
18 Claims (in the case of the Settlement Class Members), against the Released Parties in any other court
19 action or before any administrative body, tribunal, arbitration panel, or other adjudicating body.
20 Without in any way limiting the scope of the releases described in Paragraphs 2.17, 2.29, and 2.40, or
21 in the remainder of this Section, this release covers, without limitation, any and all claims for attorneys'
22 fees, costs, or disbursements incurred by Settlement Class Counsel, or by Plaintiffs or the Settlement
23 Class Members, or any of them, in connection with or related in any manner to the Action, the
24 Settlement of the Action, and/or the Released Claims, except to the extent otherwise specified in this
25 Agreement.

26 9.3 As of the date on which the Court enters the Final Approval Order, Plaintiffs and the
27 Settlement Class Members expressly acknowledge that they have no knowledge or intent to pursue any
28

1 claims against Grubhub. Plaintiffs and Settlement Class Members further acknowledge that they are
2 familiar with principles of law such as California Civil Code § 1542, which provides:

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

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

24 9.4 With respect to those claims that could be asserted under the FLSA, an Authorized
25 Claimant's timely and valid submission of a signed Claim Form shall be deemed as that Authorized
26 Claimant's Consent to Join and release all such matters and claims. The timely and valid submission
27 of a signed Claim Form shall fully, finally, and forever settle and release all such matters and claims
28 as of the Effective Date.

9.5 With respect to Plaintiffs' General Released Claims, as described in Paragraph 2.17,
Plaintiffs shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to

1 the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had
2 pursuant to California Civil Code § 1542 and all similar federal, state, and local laws, rights, rules, and
3 legal principles of any other jurisdiction that may be applicable herein. In connection with the release,
4 Plaintiffs acknowledge that they are aware that they may hereafter discover claims presently unknown
5 and unsuspected or facts in addition to or different from those which they now know or believe to be
6 true with respect to matters released herein. Nevertheless, Plaintiffs acknowledge that a portion of the
7 consideration received herein is for a release with respect to unknown damages and complaints,
8 whether resulting from known injuries and consequences or from unknown injuries or unknown
9 consequences of known or unknown injuries, and state that it is the intention of Plaintiffs in agreeing
10 to this release fully, finally, and forever to settle and release all matters and all claims that exist,
11 hereafter may exist, or might have existed (whether or not previously or currently asserted in any
12 action), constituting Plaintiffs' General Released Claims.

13 9.6 Plaintiffs further acknowledge, agree, and understand that: (i) they have read and
14 understand the terms of this Agreement; (ii) they have been advised in writing to consult with an
15 attorney before executing this Agreement; (iii) they have obtained and considered such legal counsel
16 as they deem necessary; (iv) they have been given twenty-one (21) days to consider whether or not to
17 enter into this Agreement (although they may elect not to use the full twenty-one (21) day period at
18 their option).

19 9.7 Subject to Court approval, Plaintiffs and all the Settlement Class Members who have
20 not been excluded from the Settlement Class as provided in the Opt-Out List shall be bound by this
21 Settlement Agreement, and all of the Released Claims shall be dismissed with prejudice and released,
22 even if they never received actual notice of the Action or this Settlement.

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

24 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties
25 and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of and
26 oversee the distribution of the Total Settlement Amount.

27 10.2 The Total Settlement Amount shall be applied as follows:
28

1 10.2.1 To pay the costs and expenses incurred in connection with providing Settlement
2 Class Notice to potential Settlement Class Members, locating Settlement Class Members' last-known
3 postal mail addresses and processing any objections, requests for exclusion or challenges to
4 calculations of Estimated Miles;

5 10.2.2 After the Effective Date as provided in Paragraph 2.11, and subject to the
6 approval and further order(s) of the Court, to pay Plaintiffs the Service Awards based on contributions
7 and time expended assisting in the litigation, up to the amounts described in Paragraph 2.32;

8 10.2.3 After the Effective Date as provided in Paragraph 2.11, and subject to the
9 approval and further order(s) of the Court, to pay the Settlement Class Counsel Award as ordered by
10 the Court;

11 10.2.4 After the Effective Date as provided in Paragraph 2.11, and subject to the
12 approval and further order(s) of the Court, to distribute seventy-five percent (75%) of the PAGA
13 Payment to the LWDA; and

14 10.2.5 After the Effective Date as provided in Paragraph 2.11, and subject to the
15 approval and further order(s) of the Court, to distribute the Individual Settlement Payments from the
16 Total Settlement Amount for the benefit of the Settlement Class pursuant to the Plan of Allocation, or
17 as otherwise ordered by the Court.

18 10.3 If any portion of the Total Settlement Amount is not successfully redistributed to
19 Settlement Class Members after the initial Void Date (i.e. checks are not cashed or checks are returned
20 as undeliverable after the second distribution), then after the Void Date for redistributed checks, the
21 Settlement Administrator shall void the check and shall direct such unclaimed funds to be paid to Legal
22 Aid at Work. Such unclaimed funds may also be used to resolve disputes regarding the distribution of
23 settlement funds.

24 10.4 Settlement Class Members who are not on the Opt-Out List approved by the Court shall
25 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,
26 and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of
27 whether they obtain any distribution from the Total Settlement Amount.
28

1 10.5 Payment from the Total Settlement Amount shall be deemed conclusive of compliance
2 with this Settlement Agreement as to all Settlement Class Members.

3 10.6 No Settlement Class Member shall have any claim against Plaintiffs, Settlement Class
4 Counsel, or the Settlement Administrator based on distributions made substantially in accordance with
5 this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any
6 claim against Grubhub or its counsel relating to distributions made under this Settlement.

7 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF THE**
8 **SETTLEMENT AGREEMENT**

9 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,
10 or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of
11 Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not
12 otherwise become Final, then this Settlement Agreement shall be cancelled, terminated, and void ab
13 initio, unless all Parties, in their sole discretion within thirty (30) days from the date such ruling
14 becomes final, provide written notice to all other Parties hereto of their intent to proceed with the
15 Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

16 11.2 Grubhub shall have the right to withdraw from the Settlement if the number of
17 Settlement Class Members who attempt to exclude themselves from the Settlement Class equals or
18 exceeds two hundred fifty (250). If Grubhub chooses, pursuant to its sole and absolute discretion, to
19 exercise this right, it must do so within fourteen (14) days of receipt of the Opt-Out List as provided in
20 Paragraphs 7.2 and 7.10, by providing written notice to Settlement Class Counsel.

21 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is materially
22 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
23 Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Settlement
24 shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be
25 effective or enforceable, with the exception of this Paragraph, which shall remain effective and
26 enforceable; (b) the Parties shall be deemed to have reverted nunc pro tunc to their respective statuses
27 prior to execution of this Agreement, including with respect to any Court-imposed deadlines;
28 (c) Grubhub shall be refunded the amounts paid pursuant to this Agreement but not yet spent or
disbursed; (d) all Orders entered in connection with the Settlement, including the certification of the

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

20 11.4 Grubhub does not agree or consent to certification of the class or FLSA claims for any
21 purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is
22 terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders
23 certifying the Settlement Class and FLSA collective for purposes of effecting this Settlement
24 Agreement, and all preliminary and/or final findings regarding the Settlement Class, shall be void ab
25 initio and automatically vacated upon notice to the Court, the Action shall proceed as though the
26 Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had
27 never been made, and the Action shall revert nunc pro tunc to the procedural status quo as of the date
28

1 and time immediately before the execution of the Settlement Agreement, in accordance with this
2 Settlement Agreement.

3 **XII. ADDITIONAL PROVISIONS**

4 12.1 In the event that one or more of the Parties to this Settlement Agreement institutes any
5 legal action, arbitration, or other proceeding against any other party to enforce the provisions of this
6 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
7 prevailing party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and
8 costs, including expert witness fees incurred in connection with any enforcement actions.

9 12.2 Unless otherwise specifically provided here, all notices, demands, or other
10 communications given hereunder shall be in writing and shall be deemed to have been duly given as
11 of the third business day after mailing by United States registered or certified mail, return receipt
12 requested, addressed as follows:

13 To Plaintiffs and the Settlement Class:

14 Shannon Liss-Riordan, Esq.
15 Lichten & Liss-Riordan, P.C.
16 729 Boylston Street
Suite 2000
Boston, MA 02116

17 To Defendants:

18 Theane Evangelis, Esq.
19 Gibson, Dunn & Crutcher LLP
20 333 South Grand Avenue
Los Angeles, CA 90071-3197

21 12.3 All of the Exhibits to this Settlement Agreement are an integral part of the Settlement
22 and are incorporated by reference as though fully set forth herein.

23 12.4 The Parties agree that the recitals are contractual in nature and form a material part of
24 this Settlement Agreement.

25 12.5 Plaintiffs and Settlement Class Counsel acknowledge that an adequate factual record
26 has been established that supports the Settlement and hereby waive any right to conduct further
27 discovery to assess or confirm the Settlement. Notwithstanding the prior sentence, the Parties agree to
28

1 reasonably cooperate with respect to efforts to identify the last-known addresses of Settlement Class
2 Members.

3 12.6 Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
4 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
5 holiday, such date or deadline shall be on the first business day thereafter.

6 12.7 This Agreement supersedes all prior negotiations and agreements and may be amended
7 or modified only by a written instrument signed by counsel for all Parties or the Parties’ successors-in-
8 interest.

9 12.8 The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable
10 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
11 extensions must be in writing to be enforceable.

12 12.9 The Settlement Agreement, the Settlement, the fact of the Settlement’s existence, any
13 of the terms of the Settlement Agreement, any press release or other statement or report by the Parties
14 or by others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings,
15 acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or
16 the Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or
17 evidence of the validity of any Released Claims or of any wrongdoing or liability of Grubhub; (ii) may
18 not be deemed to be, may not be used as, and do not constitute an admission or evidence of any fault,
19 wrongdoing, or omission by Grubhub in any trial, civil, criminal, arbitration, or administrative
20 proceeding of the Action or any other action or proceedings in any court, administrative agency, arbitral
21 forum or other tribunal; (iii) may not be used as evidence of any waiver of, unenforceability of, or as a
22 defense to any Grubhub arbitration agreement; and (iv) may not be used as evidence in any class
23 certification proceeding.

24 12.10 The Released Parties shall have the right to file the Settlement Agreement, the Final
25 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
26 action that may be brought against them in order to support a defense or counterclaim based on
27 principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction,
28 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

1 12.11 The Parties to the Settlement Agreement agree that the Total Settlement Amount and
2 the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and
3 reflect a settlement that was reached voluntarily based upon adequate information and sufficient
4 discovery and after consultation with experienced legal counsel.

5 12.12 Plaintiffs and Settlement Class Counsel have concluded that the Settlement set forth
6 herein constitutes a fair, reasonable, and adequate resolution of the claims that Plaintiffs asserted
7 against Grubhub, including the claims on behalf of the Settlement Class, and that it promotes the best
8 interests of the Settlement Class.

9 12.13 To the extent permitted by law, all agreements made and orders entered during the
10 course of the Action relating to the confidentiality of information shall survive this Settlement
11 Agreement.

12 12.14 The Parties agree that Plaintiffs and Settlement Class Counsel are not required to return
13 any documents or data produced by Grubhub until the final resolution of the Action. Within sixty (60)
14 days following the Effective Date, Settlement Class Counsel shall return to Grubhub all documents and
15 data produced in the Action or in connection with the Parties' mediation or settlement discussions, or
16 confirm in writing that all such documents have been destroyed. Settlement Class Counsel recognizes
17 the confidential nature of the documents and data Grubhub has produced and acknowledges that the
18 unauthorized use or disclosure of this information would cause Grubhub to incur irreparable harm and
19 significant injury, the degree to which may be difficult to ascertain. Accordingly, Class Counsel
20 recognizes that Grubhub will have the right to obtain immediate injunctive or other equitable relief to
21 enjoin any unauthorized use or disclosure of its confidential information, in addition to any other rights
22 or remedies that it may have at law or otherwise. Settlement Class Counsel agrees that, insofar as may
23 be necessary, to assist Grubhub in obtaining such relief if the circumstances so require.

24 12.15 The waiver by one Party of any breach of this Settlement Agreement by any other Party
25 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

26 12.16 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
27 among the Parties, and no representations, warranties, or inducements have been made to any Party
28

concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

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

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

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

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

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

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

1 12.23 This Settlement Agreement shall be governed by federal law. To the extent that federal
2 law does not apply, this Settlement Agreement shall be governed by and construed in accordance with
3 the laws of the State of California, without regard to choice of law principles. Any action based on this
4 Settlement Agreement, or to enforce any of its terms, shall be venued in the United States District Court
5 for the Northern District of California, which shall retain jurisdiction over all such disputes. All Parties
6 to this Settlement Agreement shall be subject to the jurisdiction of the United States District Court for
7 the Northern District of California for all purposes related to this Settlement Agreement, except that
8 any disputes falling within the scope of arbitration agreements are subject to arbitration. This
9 Paragraph relates solely to the law governing this Settlement Agreement and any action based thereon,
10 and nothing in this Paragraph shall be construed as an admission or finding that California law applies
11 to the Released Claims of any Settlement Class Members or Authorized Claimants who reside outside
12 of the state.

13 12.24 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
14 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
15 Agreement.

16 12.25 The headings used in this Settlement Agreement are for the convenience of the reader
17 only and shall not affect the meaning or interpretation of this Settlement Agreement.

18 12.26 In construing this Settlement Agreement, the use of the singular includes the plural (and
19 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

20 12.27 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
21 her, or its independent judgment and upon the advice of counsel, and not in reliance upon any warranty
22 or representation, express or implied, of any nature or of any kind by any other Party, other than the
23 warranties and representations expressly made in this Settlement Agreement.

24 12.28 Signatory counsel warrant that they are fully authorized to execute this Agreement on
25 behalf of their respective clients listed below. Each Counsel signing this Settlement Agreement on
26 behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other
27 Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of
28 his/her clients; provided, however, that all Parties who have not executed this Agreement on the date

that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1) week after the Agreement has been executed by counsel.

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

Dated: 01/15, 2026

LICHTEN & LISS-RIORDAN, P.C.

By: /s/ Shannon Liss-Riordan
Shannon Liss-Riordan

Attorneys for Plaintiff RAEF LAWSON

Dated: _____, 2026

LAW OFFICES OF TODD M. FRIEDMAN

BY: _____
Todd M. Friedman

Attorneys for REJENNA MARSHALL

Dated: 01/15, 2026

GIBSON, DUNN & CRUTCHER LLP

By: /s/ Dhananjay S. Manthripragada
Dhananjay S. Manthripragada

Attorneys for Defendants GRUBHUB HOLDINGS INC. and GRUBHUB INC.

Dated: 01/15, 2026

By:  
Raef Lawson
NAMED PLAINTIFF

Dated: _____, 2026

By: _____
Rejenna Marshall
NAMED PLAINTIFF

Dated: _____, 2026

By: _____

Howard Migdal
Chief Executive Officer
GRUBHUB HOLDINGS INC. and
GRUBHUB INC.

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that it is executed by the other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1) week after the Agreement has been executed by counsel.

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

Dated: _____, 2026

LICHTEN & LISS-RIORDAN, P.C.

By: _____
Shannon Liss-Riordan

Attorneys for Plaintiff RAEF LAWSON

Dated: January 15, 2026

LAW OFFICES OF TODD M. FRIEDMAN

BY: Todd M. Friedman
Todd M. Friedman

Attorneys for REJENNA MARSHALL

Dated: _____, 2026

GIBSON, DUNN & CRUTCHER LLP

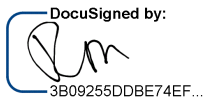
By: _____
Theane Evangelis

Attorneys for Defendants GRUBHUB HOLDINGS INC. and GRUBHUB INC.

Dated: _____, 2026

By: _____
Raef Lawson
NAMED PLAINTIFF

Dated: 1/15/2026, 2026

By: 
Rejenna Marshall
NAMED PLAINTIFF

Dated: _____, 2026

By: _____

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Dated: _____, 2026

LICHTEN & LISS-RIORDAN, P.C.

By: _____
Shannon Liss-Riordan

Attorneys for Plaintiff RAEF LAWSON

Dated: _____, 2026

LAW OFFICES OF TODD M. FRIEDMAN

BY: _____
Todd M. Friedman

Attorneys for REJENNA MARSHALL

Dated: 01/15, 2026

GIBSON, DUNN & CRUTCHER LLP

By: /s/ Dhananjay S. Manthripragada
Dhananjay S. Manthripragada

Attorneys for Defendants GRUBHUB HOLDINGS INC. and GRUBHUB INC.

Dated: _____, 2026

By: _____
Raef Lawson
NAMED PLAINTIFF

Dated: _____, 2026

By: _____
Rejenna Marshall
NAMED PLAINTIFF

Dated: 1/15, 2026

By: 

Howard Migdal
Chief Executive Officer
GRUBHUB HOLDINGS INC. and
GRUBHUB INC.

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