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**UNITED STATES DISTRICT COURT
 FOR THE CALIFORNIA NORTHERN DISTRICT**

Case No. 15-cv-05128 JSC

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.

**AMENDED COMPLAINT FOR
 SETTLEMENT**

1. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF CAL. LAB. CODE §2802
2. UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§17200-17208)
3. FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF CAL. LAB. CODE §§ 1197 AND 1194
4. FAILURE TO PAY OVERTIME IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1198, 510, AND 554
5. PRIVATE ATTORNEY GENERAL ACT (PAGA) CLAIM FOR CIVIL PENALTIES (CAL. LAB. CODE § 2698 *et seq.*)
6. FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF FAIR LABOR STANDARDS ACT, 29 U.S.C. § 206
7. FAILURE TO PAY OVERTIME IN VIOLATION OF FAIR LABOR STANDARDS ACT, 29 U.S.C. § 207

I. INTRODUCTION

1. This case is a class action brought on behalf of individuals who have worked for GrubHub Holdings Inc. and GrubHub Inc. (“GrubHub”) as delivery drivers in California. GrubHub is a food delivery service that provides delivery drivers who can be scheduled and dispatched through a mobile phone application or through its website and who will deliver food orders from restaurants to customers at their homes and businesses.

2. As described further below, GrubHub has misclassified Plaintiffs and other similarly situated delivery drivers as independent contractors and, in so doing, has violated the California Labor Code, including: (1) Cal. Lab. Code §2802 by requiring its drivers to pay various expenses that should have been borne by the employer; (2) Cal. Lab. Code §§ 1197 and 1194 by failing to pay minimum wage for all weeks worked; (3) Cal. Lab. Code § 1194, 1194, 510, and 554 by failing to pay overtime wages; (4) Cal. Bus. & Prof. Code §17200, *et seq.* by engaging in unfair competition. Pursuant to Fed. R. Civ. P. 23, Plaintiffs, on behalf of themselves and all similarly situated GrubHub drivers, seeks damages and/or restitution for these violations. Additionally, Plaintiffs bring a claim pursuant to the Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2699, *et seq.* Finally, Plaintiffs bring claims on behalf of themselves and for all similarly situated individuals for minimum wage and overtime violations under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*

II. PARTIES

3. Plaintiff Raef Lawson is an adult resident of Los Angeles, California, where he has worked as a GrubHub between August 2015 and February 2016.

4. Plaintiff Rejenna Marshall is an adult resident of Riverside County, California, where she has worked as a GrubHub driver from 2021 to the present.

5. Defendant GrubHub Holdings Inc. is a Delaware corporation with its principal place of business in Chicago, Illinois. Defendant does business in California, including in Los Angeles, San Diego and San Francisco.

6. Defendant GrubHub Inc. is a Delaware corporation with its principal place of business in Chicago, Illinois. Defendant does business in California, including in Los Angeles, San Diego, and San Francisco. GrubHub Inc. is the parent corporation of Defendant GrubHub Holdings Inc.

7. Collectively, Defendants shall be referred to as “GrubHub.”

III. JURISDICTION

8. This Court has jurisdiction over the state law claims asserted here pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d)(2), since Plaintiffs are California citizens and Defendants are citizens of Delaware and Illinois; there are more than 100 putative class members; and the amount in controversy exceeds \$5 million.

IV. STATEMENT OF FACTS

9. GrubHub is a food delivery service, which provides food delivery to customers in cities throughout the country via an on demand dispatch system.

10. GrubHub offers customers the ability to request a driver on a mobile phone application or online through its website, who will go to the restaurant and pick up their food, then deliver it to the customer at their home or business.

11. GrubHub’s website advertises that “GrubHub is the nation’s leading online and mobile food ordering company dedicated to connecting hungry diners with local takeout restaurants.”

12. GrubHub drivers receive a flat fee for each delivery completed plus gratuities added by customers.

13. Although classified as independent contractors, GrubHub drivers like Plaintiffs are actually employees under the “ABC” test as articulated in Dynamex Operations W., Inc. v. Superior Court, 4 Cal. 5th 903 (2018), and codified in Assembly Bill 5. Drivers are required to sign up for shifts in advance. GrubHub directs drivers’ work in detail, instructing drivers where to report for their shifts, how to dress, and where to go to pick up or await deliveries. Drivers are required to follow requirements imposed on them by GrubHub regarding handling of the food

1 and timeliness of the deliveries or risk termination.

2 14. Plaintiff Marshall's employment relationship with GrubHub is not governed by
3 Proposition 22, because GrubHub has unilaterally prescribed specific times and minimum hours
4 during which Plaintiff Marshall was required to work for it. Moreover, GrubHub prohibited
5 Plaintiff Marshall, while working as a delivery driver, from accepting delivery or rideshare jobs
6 from other gig-work companies. GrubHub has also not complied with other requirements of
7 Proposition 22. As such, GrubHub cannot assert Proposition 22 as a defense to misclassification
8 claims, and Plaintiff Marshall's (as well as Plaintiff Lawson's) employment relationship is
9 governed by the "ABC" test, which GrubHub cannot satisfy.

10 **A. PLAINTIFF LAWSON**

11 15. Plaintiff Lawson worked for GrubHub as a driver between approximately August
12 2015 and February 2016. GrubHub has required drivers to sign up for work shifts (such as blocks
13 of 2.5 hours, 3 hours, or 4 hours). The time that Plaintiff Lawson and similarly situated delivery
14 drivers spent on shift was all compensable working time. During these shifts, the drivers had be
15 within an area assigned by GrubHub and had to be available to accept delivery assignments. For
16 example, a GrubHub supervisor emailed Plaintiff Lawson informing him of the zones in which
17 he would be working. The zone in which Plaintiff Lawson did deliveries primarily covered the
18 Santa Monica and Culver City, within Los Angeles County, and the Venice neighborhood of Los
19 Angeles, approximately 30 square miles in total.

20 16. Plaintiff Lawson and similarly situated GrubHub drivers had to be in the zone to
21 which GrubHub assigned them in order to log-in to the GrubHub app, before they could perform
22 deliveries. The delivery drivers were not permitted to leave their zones except if instructed to by
23 a GrubHub dispatcher to perform a delivery outside of their zone.

24 17. During the delivery drivers' shifts, GrubHub dispatchers typically assigned the
25 drivers between two and four or more delivery jobs per hour. Each delivery assignment would
26 typically take between thirty minutes and an hour and a half to complete.

27 18. While Plaintiff Lawson and similarly situated delivery drivers were on shift, they
28

1 were required to accept at minimum 75% of all orders that GrubHub dispatch assigns to them. If
2 their acceptance rate dropped below 75%, GrubHub would terminate them.

3 19. While Plaintiff Lawson and similarly situated delivery drivers were on shift,
4 GrubHub required them to be in their cars or very near to their cars in the zone that GrubHub
5 designated. Additionally, when GrubHub assigned a call to a delivery driver, GrubHub required
6 the driver to arrive at the restaurant by a designated time or risk being terminated. As a practical
7 matter, the delivery drivers had to be in or very near to their cars at all times during their shifts so
8 that they could reach the restaurant on time when a delivery job was assigned.

9 20. Given the frequency of duration of job assignments to Plaintiff Lawson and
10 similarly situated drivers, as well as the requirement that the drivers be in or very near to their
11 cars at all time during their shifts, the drivers could not and did not engage in personal non-work
12 activities during their GrubHub shifts.

13 21. In addition, GrubHub is in the business of providing food delivery services to
14 customers, and this is the very service its drivers provide. The drivers' services are fully
15 integrated into GrubHub's business, and without the drivers, GrubHub's business would not
16 exist.

17 22. However, based on their misclassification as independent contractors, GrubHub
18 has required Plaintiff Lawson and other GrubHub drivers to bear many of the expenses of their
19 employment, including expenses for their vehicles, gas, parking, phone data, and other expenses.
20

21 23. Because Plaintiff Lawson and other GrubHub drivers have been paid by the
22 delivery, and have been required to bear many of the expenses of their employment, their weekly
23 pay rates have fallen below California's minimum wage in many weeks. For example, Plaintiff
24 Lawson's weekly wages have fallen below minimum wage in numerous weeks because of the
25 expenses that he has been required to bear, such as fuel and vehicle maintenance costs.

26 24. Plaintiff Lawson and other GrubHub drivers have regularly worked more than
27 eight (8) and even twelve (12) hours per day and forty (40) hours per week, but GrubHub has not
28

1 paid overtime wages for these hours. For example, Plaintiff Lawson worked approximately
2 forty-five hours and was not paid at time-and-a-half for the hours in excess of forty.

3 **B. PLAINTIFF MARSHALL**

4 25. Plaintiff Marshall began driving as a Delivery Partner for GrubHub in or around
5 June of 2021, and she continues to drive for GrubHub to this day.

6 26. During the time that Plaintiff Marshall has worked for GrubHub, GrubHub has
7 allowed its drivers to choose between two different work arrangements: either scheduled or free
8 delivery. Scheduled drivers are scheduled to work a specified number of hours. GrubHub sets the
9 number of hours, the time at which the shift begins, and the time at which the shift is scheduled
10 to end.

11 27. Drivers who opt to work as a free delivery driver, as opposed to a scheduled
12 driver, receive lower priority of delivery jobs, fewer offers to accept jobs, and, ultimately, make
13 significantly less money than drivers who work on a scheduled basis. Drivers who work as a free
14 delivery driver also receive slower growth rates of their statistics, which are pivotal to receiving
15 priority offers that pay more. Thus, GrubHub heavily incentivizes drivers to drive on a scheduled
16 basis.

17 28. Plaintiff Marshall has worked both as a scheduled delivery driver and a free
18 delivery driver.

19 29. As a scheduled delivery driver, Plaintiff Marshall's work hours were determined
20 in advance by GrubHub, and GrubHub prohibited her from accepting other delivery and
21 rideshare offers from other gig-work companies.

22 30. GrubHub has controlled the performance of Plaintiff Marshall's work by
23 assigning her specific delivery assignments and by controlling the quality of her service.

24 31. While Plaintiff Marshall has worked for GrubHub, GrubHub has continued to
25 communicate directly with customers and follow up with drivers if the customer complains that
26 the delivery failed to meet their expectations. Based on any customer feedback, GrubHub may
27 suspend or terminate drivers.
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32. GrubHub continues to unilaterally set the pay scheme and rate of pay for the drivers' services and changes the rate of pay in its sole discretion.

33. As with Plaintiff Lawson and all other similarly situated drivers, Plaintiff Marshall's work as a GrubHub driver is well within the usual course of GrubHub's business.

34. Additionally, Plaintiff Marshall has not been customarily engaged in an independently established trade, occupation, or business.

35. GrubHub has not met the requirements of Proposition 22. Because GrubHub cannot assert Proposition 22 as a defense to misclassification claims and because GrubHub cannot establish the requirements of the ABC test, Plaintiff Marshall and similarly situated drivers are GrubHub's employees under California law.

36. While Plaintiff Marshall has worked for GrubHub, GrubHub has continued not to reimburse drivers, including Plaintiff Marshall, for necessary expenses incurred while working for GrubHub, such as the cost of operating their vehicles, and phone and data expenses for running the GrubHub application.

37. Further GrubHub has failed to ensure that its drivers (including Plaintiff Marshall) receive California minimum wage for all hours worked. Nor has GrubHub paid Plaintiff Marshall and similarly situated drivers overtime for the hours its drivers worked in excess of forty (40) per week.

V. CLASS ALLEGATIONS

38. Plaintiffs bring this case as a class action pursuant to Fed. R. Civ. P. 23 on behalf of all GrubHub drivers who have worked in California.

39. Plaintiffs and other class members have uniformly been deprived reimbursement of their necessary business expenditures as well as proper minimum wage and overtime.

40. The members of the class are so numerous that joinder of all class members is impracticable.

41. Common questions of law and fact regarding GrubHub's conduct in classifying drivers as independent contractors, failing to reimburse them for business expenditures and

1 failing to pay minimum and proper overtime, exist as to all members of the class and
2 predominate over any questions affecting solely any individual members of the class. Among the
3 questions of law and fact common to the class are:

- 4 a. Whether class members have been required to follow uniform procedures and policies
5 regarding their work for GrubHub;
- 6 b. Whether class members have been subject to termination by GrubHub in its
7 discretion;
- 8 c. Whether the work performed by class members—providing food delivery services to
9 customers—is within GrubHub’s usual course of business, and whether such service
10 is fully integrated into GrubHub’s business;
- 11 d. Whether these class members have been required to bear the expenses of their
12 employment, such as expenses for vehicles, gas, bikes, and other expenses.
- 13 e. Whether GrubHub has failed to ensure payment of minimum wage for all weeks these
14 class members worked.
- 15 f. Whether GrubHub has failed to pay overtime wages for the overtime hours that the
16 class members worked.

17
18 42. Named Plaintiffs are class members, who suffered damages as a result of
19 Defendants’ conduct and actions alleged herein.

20 43. Plaintiffs’ claims are typical of the claims of the class, and they have the same
21 interests as the other members of the class.

22 44. Plaintiffs will fairly and adequately represent and protect the interests of the class.
23 They have retained able counsel experienced in class action litigation and independent contractor
24 misclassification in particular. Their interests are coincident with, and not antagonistic to, the
25 interests of the other class members.

26 45. The questions of law and fact common to the members of the class predominate
27 over any questions affecting only individual members, including legal and factual issues relating
28 to liability and damages.

46. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. The class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitive litigation. There will be no difficulty in the management of this action as a class action.

VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS

47. Plaintiffs allege that GrubHub violated PAGA in the following ways: (1) failure to reimburse its drivers for all necessary expenditures incurred in performing their duties, including but not limited to fuel, car maintenance, phones, and data, in violation of Labor Code §2802; (2) failing to pay minimum wage for each week worked in violation of Ca. Lab. Code §§ 1197 and 1194; (3) failing to pay overtime wages for all hours worked in excess of forty each week in violation of Cal. Lab. Code §§ 1198, 1194, 510, and 554.

48. Plaintiff Lawson provided notice of GrubHub's violations of various provisions of the California Labor Code as alleged in this complaint to the Labor and Workforce Development Agency ("LWDA") and GrubHub on December 3, 2015. The LWDA has not provided a response to Plaintiff Lawson's written notice. See Cal. Lab. Code § 2699.3(a)(2)(A).

49. Plaintiff Marshall provided notice of GrubHub's violations of various provisions of the California Labor Code as alleged in this complaint to the Labor and Workforce Development Agency ("LWDA") and GrubHub on May 2, 2024. The LWDA has not provided a response to Plaintiff Marshall's written notice. See Cal. Lab. Code § 2699.3(a)(2)(A).

VII. COLLECTIVE ACTION ALLEGATIONS

50. Plaintiffs bring Counts VI (violation of the FLSA minimum wage provision, 29 U.S.C. § 206) and VII (violation of the FLSA overtime provision, 29 U.S.C. § 207) as a collective action on behalf of GrubHub delivery drivers who worked in California who may choose to opt in to this action.

1 Plaintiffs reallege and incorporate by reference the allegations in the preceding
 2 paragraphs as if fully alleged herein. GrubHub's conduct, as set forth above, in misclassifying
 3 Plaintiffs and other GrubHub drivers as independent contractors, and failing to pay the drivers
 4 the appropriate overtime premium overtime hours they worked constitutes a violation of
 5 California Labor Code §§ 1194, 1198, 510, and 554.

6 **COUNT IV**

7 **Violation of Cal. Bus. & Prof. Code §17200, et seq.** 8 **(Plaintiffs on behalf of themselves and of all similarly situated individuals)**

9 Plaintiffs reallege and incorporate by reference the allegations in the preceding
 10 paragraphs as if fully alleged herein. Defendant's conduct, as set forth above, violates the
 11 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL").
 12 Defendant's conduct constitutes unlawful business acts or practices, in that Defendant has
 13 violated California Labor Code Sections 2802, 1197, 1194, 1198, 510, and 554. As a result of
 14 Defendant's unlawful conduct, Plaintiffs and class members suffered injury in fact and lost
 15 money and property, including, but not limited to business expenses that drivers were required to
 16 pay, unpaid overtime wages, and damages incurred due to Defendants' failure to pay minimum
 17 wage. Pursuant to California Business and Professions Code § 17203, Plaintiffs and class
 18 members seek declaratory and injunctive relief for Defendant's unlawful conduct and to recover
 19 restitution. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiffs and class
 20 members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in
 21 bringing this action.

22 **COUNT V**

23 **Penalties Pursuant to Labor Code Private Attorneys General Act of 2004** 24 **Cal. Lab. Code § 2699, et seq.** 25 **(Plaintiffs in their capacity as Private Attorney General Representatives on behalf of the** 26 **State of California, themselves, and all other similarly situated individuals)**

27 Plaintiffs reallege and incorporate by reference the allegations in the preceding
 28 paragraphs as if fully alleged herein. Plaintiffs are aggrieved employees as defined by Cal. Lab.
 Code § 2699(c) as they were employed by GrubHub during the applicable statutory period and

1 suffered injury as a result of GrubHub's Labor Code violations. Accordingly, Plaintiffs seek to
2 recover on behalf of the State of California, as well as themselves and all other current and
3 former aggrieved employees of GrubHub who have worked in California, the civil penalties
4 provided by PAGA, plus reasonable attorney's fees and costs.

5 GrubHub drivers are entitled to penalties for GrubHub violations of Cal. Lab. Code §§
6 2802, 1194, 1197, 1198, 510, and 558 as set forth by Cal. Lab. Code § 2699(f). Plaintiffs seek
7 civil penalties pursuant to PAGA for (1) failure to reimburse delivery driver employees for all
8 necessary expenditures incurred in performing their duties, including but not limited to fuel, car
9 maintenance, parking, phones, and data, in violation of Labor Code § 2802 (2) failure to pay
10 minimum wage in violation of Labor Code §§ 1197 and 1194; (3) failure to pay overtime wages
11 in violation of Labor Code §§ 1194, 1198, 510, and 554.

12 Cal. Lab. Code § 2699(f) provides for civil penalties for violation of all Labor Code
13 provisions for which no civil penalty is specifically provided. There is no specified civil penalty
14 for violations of Cal. Lab. Code § 2802. With respect to minimum wage violations under Cal.
15 Lab. Code §§ 1197 and 1194, § 1197.1 imposes a civil penalty in addition to any other penalty
16 provided by law of one hundred (\$100) for each underpaid employee for each pay period for
17 which the employee is underpaid in addition to an amount sufficient to recover underpaid wages
18 and liquidated damages, and, for each subsequent violation of Labor §§ 1197 and 1194, two
19 hundred and fifty dollars (\$250 for each underpaid employee for each pay period for which the
20 employee is underpaid in addition to an amount sufficient to recover underpaid wages and
21 liquidated damages. With respect to overtime violations under Labor Code §§ 510 and 558, the
22 statute imposes a civil penalty in addition to any other penalty provided by law of fifty dollars
23 (\$50) for initial violations for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one
25 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay
26 period for which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages.
28

COUNT VI

**Violation of the Fair Labor Standards Act – Minimum Wage
(Plaintiffs on behalf of themselves and of all similarly situated individuals)**

Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs as if fully alleged herein. GrubHub’s conduct, as set forth above, in misclassifying Plaintiffs and other GrubHub drivers as independent contractors, and failing to pay the drivers the federal minimum wage each week worked constitutes a violation of the Fair Labor Standards Act, 29 U.S.C. § 206.

COUNT VII

**Violation of the Fair Labor Standards Act – Overtime
(Plaintiffs on behalf of themselves and of all similarly situated individuals)**

Plaintiffs reallege and incorporate by reference the allegations in the preceding paragraphs as if fully alleged herein. GrubHub’s conduct, as set forth above, in misclassifying Plaintiffs and other GrubHub drivers as independent contractors, and failing to pay the drivers the appropriate overtime premium overtime hours they worked constitutes a violation of Fair Labor Standards Act, 29 U.S.C. § 207.

WHEREFORE, Plaintiffs request that this Court enter the following relief:

- a. Certify a class action pursuant Fed. R. Civ. P. 23 and appoint Plaintiffs and their counsel to represent the class;
- b. Declare and find that the Defendant violated Cal. Lab. Code §§ 2802, 510, 554, 1197, and 1198, and Cal. Bus. & Prof. Code §17200, *et seq.*;
- c. Enter Judgment in Plaintiffs’ favor on their PAGA claim pursuant to Cal. Lab. Code § 2699(c);
- d. Find and declare that GrubHub violated the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*;
- e. Award compensatory damages, including all expenses owed, underpaid wages, and

- liquidated damages in an amount according to proof;
- f. Award all costs and attorney's fees incurred prosecuting this claim;
- g. Interest and costs;
- h. Injunctive relief in the form of an order directing Defendant to comply with the Cal. Lab. Code and the Fair Labor Standards Act;
- i. Such other relief as in law or equity may pertain.

Respectfully submitted,

RAEF LAWSON and REJENNA MARSHALL, in
their capacity as Private Attorney General
Representatives, individually, and on behalf of
themselves and all others similarly situated,

By their attorneys,

/s/ Shannon Liss-Riordan
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Attorneys for Plaintiff Rejenna Marshall

Dated: January 15, 2026

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by electronic filing on January 15, 2026, on all counsel of record.

/s/ Shannon Liss-Riordan
Shannon Liss-Riordan