

KALIELGOLD PLLC

Jeffrey D. Kaliei (SBN 238293)
1100 15th Street NW, 4th Floor
Washington, DC 20005
Telephone: (202) 280-4783
jkaliel@kaliellpc.com

KALIELGOLD PLLC

Sophia G. Gold (SBN 307971)
490 43rd Street, No. 122
Oakland, CA 94609
Telephone: (202) 350-4783
sgold@kalielgold.com

Attorneys for Plaintiffs and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARLES WANG, MARILEE
BOGAERT, ROBERT ALLAN PERKINS,
JR., CARISSA RECCO, CHRISTINE BAK,
DENISE SZNITKO, and JESSE STOUT, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

GRUBHUB, INC., and DOES 1-50,
inclusive,

Defendant.

Case No. 23STCV24118

Assigned to: Hon. Timothy Patrick Dillon
Dept. 15

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
INCENTIVE AWARDS**

Hearing Date: August 10, 2026

Time: 10:00 a.m.

Department: 15

Complaint Filed: October 10, 2024

Trial Date: None

1 This Court granted preliminary approval of the Class Action Settlement (the “Agreement”)
2 and certified a provisional settlement class on January 12, 2026, (the “Settlement Class”). The Court
3 subsequently amended its Preliminary Approval Order on May 11, 2026, ordering additional notice
4 to certain Settlement Class Members who had inadvertently omitted from receiving notice.

5 Due and adequate notice now having been given to the Class Members, and the Court having
6 considered the Settlement, all papers filed and proceedings had herein, all oral and written
7 comments regarding the Settlement, and having reviewed the record in this litigation, and good
8 cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

10 1. The Court now finally certifies the Settlement Class for settlement purposes only as:

11 All natural persons who ordered and paid for food for delivery by Grubhub independent
12 contractors to an address in California through the Grubhub Platform during the Class
13 Period.

14 Excluded from the Settlement Class are governmental entities; counsel of record (and their
15 respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries,
16 independent service providers and all of its respective employees, officers, and directors; the
17 presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate
18 families and judicial staff; and any natural person or entity that entered into a release with Defendant
19 prior to the Effective Date concerning Defendant’s pricing or advertisements when ordering food
20 delivery through Defendant’s App or Website.

21 2. The Court appoints Plaintiffs Charles Wang, Marilee Bogaert, Robert Allan Perkins,
22 Jr., Carissa Recco, Christine Bak, Denise Sznitko, and Jesse Stout as the Class Representatives.

23 3. The Court grants final approval of the terms set forth in the Settlement Agreement and
24 Release and finding that the Settlement is, in all respects, fair, adequate, and reasonable, and
25 directing the parties to effectuate the Settlement according to its terms.

26 4. The Court finds that 17 members of the Class requested exclusion from the Settlement
27 Class. The list of such persons timely and validly opting out of the Settlement is attached hereto as
28 Exhibit A. All Settlement Class Members not identified in Exhibit A shall be bound by this Order.

1 5. The Court finds that 15 members of the Settlement Class objected to the Settlement,
2 and those objections are overruled for the reasons stated herein.

3 6. The Court hereby grants final approval of the terms of the Settlement and finds that
4 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
5 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
6 result of informed and non-collusive arms-length negotiations. The Court further finds that the
7 Parties have conducted extensive investigation and research, and their attorneys were able to
8 reasonably evaluate their respective positions.

9 7. The Court finds that the Settlement will avoid additional and potentially substantial
10 litigation costs, as well as delay and risks.

11 8. The Settlement is not an admission by Defendant, nor is this Order a finding of the
12 validity of any allegations or of any wrongdoing by Defendant. Neither this Final Approval Order
13 and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry
14 out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
15 omission, concession, or liability whatsoever by or against Defendant.

16 9. By the deadline specified in the Agreement, Defendant shall provide the settlement
17 benefits described in the Settlement Agreement to Settlement Class Members who submitted a valid
18 claim, and shall make payments of Class Counsel's Fees and Costs, Settlement Administration
19 Costs, and Class Representative Service Awards by the deadline set forth in the Agreement. Upon
20 provision of these settlement benefits, Settlement Class Members shall be deemed to have fully
21 released and discharged the Released Parties from any and all Released Claims for the Class Period.

22 10. Upon the Effective Date, and except as to such rights or claims as may be created by
23 this Agreement, and in consideration for the Settlement benefits described in this agreement,
24 Plaintiffs and the Settlement Class Members, on behalf of themselves and their respective former
25 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release
26 Defendant and all its present and former parent companies, subsidiaries, shareholders, officers,
27 directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates,
28

1 successors, personal representatives, heirs and assigns, endorsers, consultants, and any and all other
2 entities or persons upstream and downstream in their sales and delivery channels (“Discharged
3 Parties”) from all claims that were alleged, or reasonably could have been alleged, based on the
4 facts stated in the Complaint, under any theory or forum, including but not limited to, e.g., (a) any
5 and all claims involving any marketing, pricing, communication or non-disclosure, (b) any alleged
6 fraud or contract based claims based on the foregoing, and (c) and remedy in law or equity or penalty
7 for the foregoing. Settlement Class Members do not release any other claims, including claims for
8 physical injury.

9 11. Plaintiffs, but not the Settlement Class Members expressly and acknowledge that
10 certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of
11 California, provides that:

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

18 12. The Agreement, including, without limitation, its exhibits, and any and all
19 negotiations, documents, and discussions associated with it, shall not be deemed or construed to be
20 an admission or evidence of any violation of any statute, law, rule, regulation or principle of
21 common law or equity, of any liability or wrongdoing by Defendant, of the suitability of this case
22 for class treatment in the absence of a settlement, or of the truth of any of the claims asserted by
23 Plaintiffs in the Action, and evidence relating to the Agreement shall not be discoverable or used,
24 directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except
25 for the purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval
26 Order, and this Final Approval Order and Judgment.

27 13. The Court finds that the total requested attorneys’ fees of \$964,566.46, is reasonable
28 and is to be paid to Class Counsel by the deadline specified in the Agreement The hourly rates of

1 the attorneys are reasonable and in line with prevailing market rates, and the hours worked are also
2 reasonable.

3 14. The Court further finds that the request for reimbursement of litigation costs in the
4 amount of \$28,433.54 is reasonable based on the work necessary to achieve this favorable class
5 settlement, and is to be paid to Class Counsel by the deadline specified in the Agreement.

6 15. Awarding the Class Representatives incentive awards of \$1,000.00, for a total of
7 \$7,000.00 and is to be paid by the deadline specified in the Agreement; and

8 16. Awarding the Class Action Settlement Administrator Notice and Claims
9 Administration Costs in the amount of \$200,000.00 and is to be paid to Epiq by the deadline
10 specified in the Agreement.

11 **IT IS SO ORDERED.**

12 Dated: _____, 2026

13
14 _____
15 Hon. Timothy Patrick Dillon
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A – OBJECTIONS

Arthur Mateos

Joseph Plante

Samuel Goldstone

Ceji Bourgeois

Alma Shumake

Pavlo Astashonok

April Meyer

James Srider

Tom Daniel

Steve Croft

Richard Markuson

Eric Rosen

Benjamin Weinshel

Bee Black

Jillian Ambler

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the District of Columbia. I am over the age of 18 and not a party to the
4 within action. My business address is 1100 15th Street NW, 4th Floor, Washington, DC 20005.

5 On **June 24, 2026**, I served the document(s) described as:

6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT; AND GRANTING MOTION FOR ATTORNEYS' FEES,**
8 **COSTS AND INCENTIVE AWARDS**

9 on the interested parties in this action by sending ☐ the original [or] ☐ a true copy thereof ☐
10 to interested parties as follows [or] ☐ as stated on the attached service list:

11 Amy P. Lally
12 **Sidley Austin LLP**
13 1999 Avenue of the Stars, 17th Floor
14 Los Angeles, California 90067
15 alally@sidley.com

Attorneys for Defendant
GRUBHUB, INC.

16 ☐ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the
17 persons at the addresses listed in the Service List and placed the envelope for collection and
18 mailing, following our ordinary business practices. I am readily familiar with KalielGold
19 PLLC's practice for collecting and processing correspondence for mailing. On the same day
20 that the correspondence is placed for collection and mailing, it is deposited in the ordinary
21 course of business with the United States Postal Service, in a sealed envelope with postage
22 fully prepaid.

23 ☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s)
24 to be sent from e-mail address ngarcia@kalielgold.com to the persons at the e-mail addresses
25 listed in the Service List. I did not receive, within a reasonable time after the transmission,
26 any electronic message or other indication that the transmission was unsuccessful.

27 ☒ **BY NOTICE OF ELECTRONIC FILING:** I electronically served the document(s) with
28 the by using the CaseAnywhere system. Participants in the case who are registered
CaseAnywhere users will be served by the CaseAnywhere system. Participants in the case
who are not registered CaseAnywhere users will be served by mail or by other means
permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed this **June 24, 2026**, at Los Angeles, California.

NEVA R. GARCIA