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Attorneys for Plaintiffs and the Settlement Class

FILED
Superior Court of California
County of Los Angeles

01/12/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARLES WANG, MARILEE
BOGAERT, AARON ASELTINE,
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. ~~Kenneth R. Freeman~~

Dept. ~~14~~ 15 Timothy Patrick Dillon

CLASS ACTION

**~~[REVISED PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND
CERTIFICATION OF THE CLASS FOR
SETTLEMENT PURPOSES**

Hearing Date: January 12, 2026

Time: 10 a.m.

Department: ~~14~~ 15

1 **THIS MATTER HAVING** come before this Court on an Order preliminarily certifying the
2 Settlement Class and preliminarily approving a settlement between Plaintiffs Charles Wang,
3 Marilee Bogaert, Robert Allan Perkins, Jr., Carissa Recco, Christine Bak, Denise Sznitko, and Jesse
4 Stout (“Plaintiffs”), individually and on behalf of the proposed Settlement Class, and Defendant
5 Grubhub Inc. (“Defendant”), and this Court having reviewed the Settlement Agreement and Release
6 and attachments thereto (the “Agreement”), executed by the Parties, and submitted to the Court with
7 the Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of
8 the Class for Settlement Purposes (the “Motion”);

9 **IT IS HEREBY ORDERED** as follows:

10 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
11 herein shall have the same meanings and/or definitions given to them in the Agreement, as submitted
12 to the Court with the Motion.

13 2. For purposes of settlement, and conditioned upon the Settlement receiving final
14 approval following the Fairness Hearing, this Court hereby conditionally certifies the Settlement
15 Class defined as follows and subject to the stated exclusions below:

16 **Settlement Class** means all natural persons who ordered and paid for food for delivery
17 by Grubhub independent contractors to an address in California through the Grubhub
Platform during the Class Period.

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

25 The Court deems the class definition in the operative complaint to be amended to conform
26 to the Settlement Class definition as set forth in the Agreement.

27 3. The Court finds that, for purposes of settlement only: (a) the number of members of
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1 the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and
2 fact common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of
3 the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives
4 for the Settlement Class, and have retained experienced and adequate Settlement Class Counsel; (e)
5 in light of the class notice and claims process, the questions of law and fact common to the members
6 of the Settlement Class predominate over questions affecting any individual members of the
7 Settlement Class; and (f) a class action is superior to the other available methods for the fair and
8 efficient adjudication of the controversy.

9 4. For purposes of settlement only, the Court finds and determines that Plaintiffs Charles
10 Wang, Marilee Bogaert, Robert Allan Perkins, Jr., Carissa Recco, Christine Bak, Denise Sznitko,
11 and Jesse Stout will fairly and adequately represent the interests of the Settlement Class in enforcing
12 their rights in the Action and appoints them as the Class Representatives.

13 5. For purposes of settlement only, the Court appoints as Class Counsel Jeffrey D. Kalien
14 and Sophia Goren Gold of KalienGold PLLC.

15 6. Epiq Class Action & Claims Solutions, Inc. is appointed as the Class Action
16 Settlement Administrator. The Class Action Settlement Administrator shall abide by the terms and
17 conditions of the Agreement that pertain to the Class Action Settlement Administrator.

18 7. The Settlement, on the terms and conditions stated in the Agreement except as
19 otherwise set forth herein, is preliminarily approved by this Court as being fair, reasonable, and
20 adequate, free of collusion or indicia of unfairness, and within the range of possible final judicial
21 approval.

22 8. The “Release of Grubhub” set forth in section IV.C.1 of the Settlement Agreement is
23 replaced with the following, which was agreed to by the parties with their joint filing on December
24 17, 2025:

- 25 1. Upon the Effective Date, and except as to such rights or claims as may be created by
26 this Agreement, and in consideration for the Settlement benefits described in this
27 agreement, Plaintiffs and the Settlement Class Members, on behalf of themselves and
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1 their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors and assigns, release Defendant and all its present and
3 former parent companies, subsidiaries, shareholders, officers, directors, employees,
4 agents, servants, registered representatives, attorneys, insurers, affiliates, successors,
5 personal representatives, heirs and assigns, endorsers, consultants, and any and all
6 other entities or persons upstream and downstream in their sales and delivery channels
7 (“Discharged Parties”) from all claims that were alleged, or reasonably could have
8 been alleged, based on the facts stated in the Complaint, under any theory or forum,
9 including but not limited to, e.g., (a) any and all claims involving any marketing,
10 pricing, communication or non-disclosure, (b) any alleged fraud or contract based
11 claims based on the foregoing, and (c) and remedy in law or equity or penalty for the
12 foregoing. Settlement Class Members do not release any other claims, including
13 claims for physical injury.

- 14 2. Plaintiffs but not the Settlement Class Members expressly and acknowledge that
15 certain principles of law, including but not limited to Section 1542 of the Civil Code
16 of the State of California, provide that:

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

23 Plaintiffs hereby agree that the provisions of all such principles of law or similar
24 federal or state laws, rights, rules or legal principles, to the extent they are found to be
25 applicable herein are hereby knowingly and voluntarily waived, relinquished and
26 released by Plaintiffs.

27 The release of Grubhub detailed in this section becomes effective only if Grubhub meets all
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1 financial obligations under this Agreement, including the provision of credits to Settlement Class
2 Members; payment of notice expenses; and payment of attorneys' fees and expenses as ordered by
3 the Court.

4 9. The Fairness Hearing on Final Approval of the Settlement will be held on
5 04/29/2026, ~~2023~~ at 10:00 ~~a.m./p.m.~~ before the Honorable ~~Kenneth R. Freeman~~ Timothy Patrick Dillon
6 Department ¹⁵~~14~~ of the Superior Court of the State of California, County of Los Angeles, Spring
7 Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012, to consider:
8 (a) the fairness, reasonableness and adequacy of the proposed Settlement; (b) any objections made
9 by Class Members to the proposed Settlement; (c) whether the Settlement should be finally
10 approved by this Court; (d) Class Counsel's motion for attorneys' fees and costs; (e) the motion
11 seeking incentive awards for the Plaintiffs as Class Representatives; and (f) such other matters as
12 this Court may deem proper and necessary.

13 10. Class Counsel are to file and serve the Motion for Final Approval and the Motion for
14 Attorneys' Fees, Costs, and Incentive Awards ~~no later than~~ per code. The application for
15 Class Counsel's attorneys' fees, costs, and incentive awards for Plaintiffs as Class Representatives
16 will be heard concurrently with the request for final approval.

17 11. The proposed forms of Notice are attached to the Agreement as Exhibits 3 and 5 and
18 are hereby approved for the purpose of notifying the Settlement Class Members of the proposed
19 Settlement, the Fairness Hearing date, and the rights of the members of the Settlement Class to
20 exclude themselves or object to the Settlement, and it shall be sent to the members of the Settlement
21 Class substantially in the forms approved. The Parties may by mutual written consent make non-
22 substantive changes to the Notices without Court approval. Defendant will pay the Notice and
23 Claims Administration Costs on the terms set forth in the Settlement Agreement.

24 12. The Class Action Settlement Administrator shall start disseminating notice to the
25 Settlement Class no later than thirty (30) days following entry of the Preliminary Approval Order
26 ~~and shall complete providing notice by~~ _____. The Long Form Notice shall be posted
27 on the Settlement Website created by the Class Action Settlement Administrator.

1 13. The Notice, as set forth in Exhibits 3 and 5 to the Agreement, and approved by this
2 Preliminary Approval Order, is the best notice practicable, is reasonably calculated under the
3 circumstances, to apprise the members of the Settlement Class of the pendency of the Action and
4 their right to participate in, object to, or exclude themselves from the Settlement, and fully satisfies
5 the requirements of due process and California Civil Code § 382. This Court further finds that the
6 Electronic Mail Notice, the Long Form Notice, and the Website Notice are due and sufficient notice
7 of the Fairness Hearing date, the Settlement, the Motion for Final Approval and Motion for
8 Attorneys' Fees, Costs, and Class Representative Incentive Awards, and other matters set forth in
9 the Agreement, and that the Notices fully satisfy California Rules of Court and due process of law,
10 to all persons entitled thereto.

11 14. The Claim Form and Claim Process are approved by this Preliminary Approval Order.
12 All Claim Forms must be submitted to the Class Action Settlement Administrator no later than sixty
13 (60) days after the Class Action Settlement Administrator distributes Notice.

14 15. Any member of the Settlement Class who intends to object to the fairness,
15 reasonableness, and adequacy of the Settlement, to Class Counsel's application for attorneys' fees
16 and costs, and the application for incentive awards for the Plaintiffs as Class Representatives may
17 object in writing and send the objection by mail to the Class Action Settlement Administrator at the
18 address identified in the Long Form Notice and on the Settlement Website. Any written objection
19 must be postmarked no later than the Objection/Exclusion Deadline (no later than forty-five (45)
20 days after the Class Action Settlement Administrator sends Notice to the Settlement Class). To be
21 valid, any written objection must contain sufficient information for the Class Action Settlement
22 Administrator to identify the Class Member and that the Class Member is objecting to the
23 Settlement. In addition to clearly identifying the case name and number, the written objection and
24 supporting papers must contain:

- 25 (1) the full name, address, and telephone number of the Settlement Class Member;
26 (2) a written statement of all grounds for the objection accompanied by any legal
27 support for the objection (if any);
28

- 1 (3) copies of any papers, briefs, or other documents upon which the objection is
2 based;
- 3 (4) a list of all persons who will be called to testify in support of the objection (if
4 any);
- 5 (5) a statement of whether the Settlement Class Member intends to appear at the
6 Fairness Hearing;
- 7 (6) proof of membership in the Settlement Class;
- 8 (7) a list of all objections filed by the objector and his or her counsel to class action
9 settlements in the last ten years; and
- 10 (8) the signature of the Settlement Class Member and his or her counsel, if any.

11 16. Members of the Settlement Class may elect to exclude themselves or opt-out from the
12 Settlement. In the event a Settlement Class Member wishes to be excluded from the Settlement and
13 not to be bound by the Agreement, that person must submit a written statement to the Class Action
14 Settlement Administrator by the Objection/Exclusion Deadline. Any request for exclusion must
15 provide sufficient information for the Class Action Settlement Administrator to determine the
16 identity of the Settlement Class member and their desire to be excluded from the Settlement. To be
17 valid, each request for exclusion must:

- 18 (1) state the Settlement Class Member's name, address, email address, and phone
19 number;
- 20 (2) be personally signed by the Settlement Class Member and not the Settlement
21 Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and
- 22 (3) include the statement "I/we request to be excluded from the class settlement
23 in *Wang v. Grubhub, Inc.*"

24 17. Any member of the Settlement Class who submits a timely opt-out request may not
25 file an objection to the Settlement and shall be deemed to have waived any rights or benefits under
26 the Agreement.

27 18. All persons in the Settlement Class, either directly, or on a representative basis or in
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any other capacity, are hereby barred from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims pending final determination of whether the Settlement should be approved.

19. All pretrial proceedings in this Action are stayed, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order, pending final determination of whether the Settlement shall be approved.

20. In the event that this Court does not approve the Settlement as provided in the Agreement, or in the event the Agreement becomes null and void pursuant to its terms, the Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, the Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of the Agreement.

21. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminary approved herein and the related orders of this Court.

22. The Parties are directed to carry out their obligations under the Agreement.

Summary of Applicable Dates

Deadline to complete sending Notice: 30 days after entry of Preliminary Approval Order	<u> </u> , 2023
Deadline to file Motion for Final Approval and Motion for Attorneys' Fees, Costs, and Incentive Awards: on regular notice before the Fairness Hearing	<u>per code</u> , 2023
Objection/Exclusion Deadline: 45 days after the Class Action Settlement Administrator distributes Notice	<u> </u> , 2023

Response to Objections Deadline: on regular notice before the Fairness Hearing	<u> </u> , 2023
Deadline to File Claims: 60 days after the Class Action Settlement Administrator distributes Notice	<u> </u> , 2023
Fairness Hearing Date: At least 145 days after entry of Preliminary Approval Order (or other such date ordered by the Court).	<u>04/29/2026</u> , 2023 at <u>10</u> a.m./ p.m.

IT IS SO ORDERED.

Dated: 01/12/2026, ~~2023~~



[Handwritten Signature]

Hon. ~~Kenneth R. Freeman~~

Timothy Patrick Dillon / Judge

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 **December 16, 2025**, I served the document(s) described as:

6 **[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**
7 **OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF THE**
8 **CLASS FOR SETTLEMENT PURPOSES**

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 [X] **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 **December 16, 2025**, at Los Angeles, California.

NEVA R. GARCIA