

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

(Lawson et al. v. Grubhub Holdings Inc. et al., United States District Court for the Northern District of California, Case No. 15-cv-05128 JSC)

A proposed class action settlement has been reached in a lawsuit involving certain current and former Grubhub delivery drivers in California alleging that delivery drivers should be classified as employees, and that Grubhub has violated provisions of California labor law by classifying delivery drivers as independent contractors. Grubhub denies these allegations. Under the settlement, Grubhub agrees to pay \$24,750,000. The Court in charge of the lawsuit still has to decide whether to approve the settlement. If it does, then drivers who used the Grubhub mobile application as delivery drivers between December 3, 2014, and March 13, 2026, will be eligible for payment as part of the settlement. Grubhub's records show you are or were a delivery driver at some point between December 3, 2014, and March 13, 2026, and may be entitled to **receive a payment** from the settlement.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED. THIS IS NOT A SOLICITATION FROM A LAWYER.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim and Receive a Payment	<p>If you are a member of the Settlement Class, you must submit a claim to receive a payment. Instructions on submitting a claim are set forth in section 6 below.</p> <p>After the Court approves the settlement, the payment will be mailed to you at the address you include in your claim form. If your address changes, please notify the Claims Administrator as explained below.</p> <p>You cannot make a claim if you exclude yourself from the Settlement Class. As detailed below, being a member of the Settlement Class means that you may make a claim and will release specified claims that you may have against Grubhub. This means that you will give up your right to be part of another lawsuit or other legal proceeding, including individual arbitration, against Grubhub relating to the claims being resolved in this settlement.</p> <p>Additionally, you will also release Fair Labor Standards Act (“FLSA”) claims that you may have against Grubhub if you do not opt out of the Settlement Class. See the explanation below.</p>
Exclude Yourself From the Settlement	<p>If you do not want to receive payment from the settlement, and do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter to the Claims Administrator no later than June 18, 2026.</p> <p>If you request exclusion from the Settlement Class, you will receive no money from the settlement (even if you submit a claim), but you will retain your right to sue Grubhub for the claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information.</p> <p>Instructions to exclude yourself are set forth below.</p>
Object to the Settlement	<p>If you want to object to the settlement and/or to the amount of class counsel's requested attorneys' fees and costs or the Named Plaintiffs' requested service awards, you must file with the Court a statement explaining why you are objecting. You cannot object to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the Settlement Class.</p>

	Directions are provided below.
Do Nothing	<p>If you do nothing, you will remain a member of the Settlement Class, but you will not receive a payment.</p> <p>As detailed below, being a member of the Settlement Class means that you will release specified claims that you may have against Grubhub.</p>

1. Why did I get this Notice?

The plaintiffs and the defendant in the *Lawson et al. v. Grubhub Holdings Inc. et al.*, United States District Court for the Northern District of California, Case No. 15-cv-05128 JSC case have reached a settlement.

You received this Notice because you have been identified as a Settlement Class member.

The Settlement Class is defined as the following:

Any and all individuals who entered into an agreement with Grubhub to use the Grubhub platform as an independent contractor to offer delivery services to customers and who used the Grubhub platform as an independent contractor service provider to accept or complete at least one (1) delivery in California between December 3, 2014, and March 13, 2026.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the settlement.

2. What is the class action lawsuit about?

On September 23, 2015, Plaintiff Raef Lawson filed a complaint in the San Francisco County Superior Court, bringing claims on behalf of individuals who used the Grubhub app as delivery drivers. On November 9, 2015, Grubhub removed the case to the United States District Court for the Northern District of California. On December 15, 2015, Plaintiff Lawson amended the complaint to add a claim under the Private Attorney General Act (“PAGA”), on behalf of Grubhub delivery drivers and the State of California. On January 15, 2026, the complaint was amended to add Rejenna Marshall as a plaintiff. This case is entitled *Lawson et al. v. Grubhub Holdings Inc. et al.*, Case No. 15-cv-05128 JSC (N.D. Cal.).

The lawsuit claims that Grubhub violated California law, including by misclassifying Delivery drivers as independent contractors, failing to reimburse delivery drivers’ necessary business expenses, and failing to pay minimum wages and overtime. The lawsuit also alleges that Grubhub has not met the conditions necessary for Proposition 22 to apply to Grubhub’s drivers.

Grubhub denies that it violated the law in any way, denies delivery drivers were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, the settlement, or any actions to carry out the terms of the settlement means that Grubhub admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

During the course of the lawsuit, the Court decided that Plaintiff Lawson had been misclassified by Grubhub as an independent contractor for purposes of his minimum wage and overtime claims (but not for his expense reimbursement claim) and that he had experienced minimum wage violations. The Court, however, has not decided in favor of any delivery drivers (other than Plaintiff Lawson) or the Defendants (Grubhub) in the lawsuit. The parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and benefits of settlement after five formal conferences with experienced mediators during the course of the litigation. The Plaintiffs and their lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risks and delays inherent in going to trial, as well as in any appeals that may follow trial. Counsel for the Plaintiffs

believe that the amount Grubhub has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

The Judge overseeing the case has reviewed the settlement. She approved the named Plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. She also approved the law firms of Lichten & Liss-Riordan, P.C. and the Law Offices of Todd M. Friedman, P.C. to serve as class counsel.

3. What are the terms of the settlement?

The full settlement agreement is available at www.GrubhubCalSettlement.com. Subject to the Judge's approval, a summary of the terms of the settlement includes:

Settlement Amount If the settlement is approved by the Court, Grubhub will pay \$24,750,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in section 4. The settlement amount includes:

- Payments to Settlement Class Members
- Attorneys' fees and costs not to exceed \$8,250,000 (33.33%) for class counsel
- Settlement administration costs of up to \$260,000
- Payment to the California Labor Workforce Development Agency of \$2,000,000 for PAGA penalties, of which 75% (\$1,500,000) will be paid to the State of California and 25% (\$500,000) will be paid to the Settlement Class Members
- Service award not to exceed \$100,000 to Plaintiff Lawson
- Service award not to exceed \$5,000 to Plaintiff Marshall.

Note that the award of attorneys' fees and costs, settlement administration costs, as well as service awards, are subject to court approval.

Calculation of Settlement Class Member Awards To calculate each class member's share of the settlement, the claims administrator will review Grubhub's records between December 3, 2014, and March 13, 2026. Settlement Class Members will be awarded points proportional to the estimated number of miles driven while using the Grubhub application as a delivery driver.

The determination of each class member's estimated miles driven shall be based on the relevant records that Grubhub is able to identify.

The Net Settlement Amount will be distributed to Settlement Class Members in proportion to their number of miles driven (but no class member who submits a claim will receive less than \$25). The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the attorney's fees for class counsel, class counsel's litigation costs, settlement administration expenses, the incentive awards to the Named Plaintiffs, employment taxes, and the amount to be paid to California Labor and Workforce Development Agency.

Settlement Class Members who do not exclude themselves from the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement only **if a claim is timely submitted and the class member does not opt out of the class.**

If you do not submit a timely claim for payment, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in section 4 below.

If you exclude yourself from the settlement, you will not receive a payment, but you will retain the ability to sue Grubhub for the claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information.

Tax Matters Nothing in this settlement or this Notice is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement The payment of Settlement Class Member awards is conditioned upon the Court entering an order at or following a final approval hearing on the settlement, and the settlement becoming final.

4. What do I release by participating in this settlement?

If you participate in this settlement, you will release, relinquish, and discharge, with prejudice, Grubhub and the Released Parties from all the “Settlement Class Members’ Released Claims.”

Settlement Class Members can participate in the settlement by doing nothing, by submitting a claim, or by remaining in the class and objecting to the settlement.

The Settlement Class Members’ Released Claims being released in this Settlement are defined as follows:

Any and all past and present claims, actions, demands, causes of action, suits, debts, guarantees, obligations, 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 tort or contract; common law or equity; or federal, state, county, city, or local law, statute, ordinance, rule, regulation, or interpretative guideline), and for any type of relief that can be released as a matter of law (including, without limitation, claims for compensatory, consequential, liquidated, punitive, statutory, or exemplary damages; unpaid wages or costs; penalties; sanctions; equitable remedies; interest; or attorneys’ fees, costs, or disbursements other than those expressly awarded by the Court under this Agreement) that arise out of, relate to, or are based on the facts alleged in the Amended Complaint for Settlement, and all claims premised on, arising out of, or relating to the allegation that Delivery Partners were misclassified as independent contractors during the Settlement Period. For the removal of doubt, the foregoing release includes all claims pertaining to employment, misclassification, hours of work, wage-and-hour violations, unpaid wages or costs, timely payment of wages, regular wages, final wages, tips, minimum wages, overtime wages, working more than six (6) days in seven (7), expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest breaks, sick leave, final pay, waiting time penalties, PAGA penalties, unfair business practices, and any other perquisites of employment, including but not limited to the California Labor Code, Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200 et seq. The foregoing release also includes unknown claims covered by California Civil Code section 1542.

All Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release for all claims, except that all Class Members (even those who do opt out) shall be bound by this release for PAGA claims. For Fair Labor Standards Act (“FLSA”) claims, all Settlement Class Members (other than Named Plaintiffs) who submit a claim shall be bound by the release of the FLSA claims. The Named Plaintiffs have agreed in advance to release their FLSA claims, in addition to other claims.

With respect to all Settlement Class Members (other than Named Plaintiffs), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members’ Released Claims, including claims for retaliation, wrongful termination, unemployment, disability, worker’s compensation, claims outside of the Class Period, and claims that cannot be released as a matter of law.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit or legal proceeding in any forum against Grubhub and the Releasees about the legal issues resolved by this Settlement. It also means that all Court’s orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at www.GrubhubCalSettlement.com or any other lawyer. Contact information for class counsel is also included in Section 11 below.

5. How much will my payment be?

The exact amount that each Settlement Class Member will receive cannot be calculated until (1) the Court approves the Settlement; (2) amounts are deducted from the Net Settlement Fund for the costs of providing notice to the Settlement Class, administering the settlement, paying lawyers' fees and expenses, and making a service payment approved by the Court; and (3) the Settlement Administrator determines the number of Settlement Class Members who excluded themselves, submitted valid claims, and after payments are made, successfully received their payment.

Approximately 30 days after the settlement becomes final, initial settlement shares will be distributed.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by June 18, 2026.**

Claims can be submitted online by navigating to the web page at www.GrubhubCalSettlement.com and following the instructions, or by filling out the enclosed claim form and submitting it to the Claims Administrator, at the following address, by mail or e-mail:

Lawson et al. v. Grubhub Holdings Inc. et al
c/o Claims Administrator
P.O Box 26170
Santa Ana, CA 92799
Info@GrubhubCalSettlement.com

If you do not submit a claim by June 18, 2026, you will not receive payment under the settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The claims administrator shall direct any unclaimed funds to Legal Aid at Work. If your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement.

If you opt out of the settlement and also submit a claim for payment, you will not receive payment under the settlement, and will be treated as an opt-out as described in section 7 below.

The Court will hold a hearing on July 30, 2026, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a couple months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of this settlement?

If you do not wish to participate in this settlement, you must exclude yourself from the settlement or "opt out." If you opt out, you will receive no money from the settlement, and you will not be bound by its terms (except that you will still be releasing your PAGA claims). To opt out, you must submit a written request to the Claims Administrator.

The address to send opt-out requests to the Claims Administrator is:

Lawson et al. v. Grubhub Holdings Inc. et al
c/o Claims Administrator
P.O Box 26170
Santa Ana, CA 92799

Your request for exclusion must contain: (1) a clear statement that you wish to be excluded from the settlement in the *Lawson v. Grubhub* class action; (2) your name (and former names, if any), address, and telephone number; and (3) your signature (or the signature of your legally-authorized representative, who is not your lawyer). Your request for exclusion must be postmarked no later than June 18, 2026. Written requests for exclusion that are postmarked after this date, or are unsigned by an individual class member, will be rejected, and those class members will remain bound by the settlement and the releases described above.

8. How will the lawyers and Plaintiffs be paid?

Class Counsel will ask the Court to approve payment of up to (a) 33.33% of the settlement fund for attorneys' fees, costs spent in litigation, and costs spent to administer the settlement, to compensate the attorneys who have invested hundreds of hours over the last ten years and significant expense investigating the facts, litigating the case, and negotiating the settlement; (b) up to \$260,000 in costs for settlement administration; (c) \$100,000 as a service award for named Plaintiff Raef Lawson, and (d) \$5,000 as a service award to Plaintiff Rejenna Marshall.

The Court will make the final decision about the amount of attorneys' fees, costs, and the service awards to be paid.

Class Counsel will make their requests to the Court for attorneys' fees and expenses, as well as service awards, on or before May 30, 2026. The motion making these requests will be available on www.GrubhubCalSettlement.com. You can object to the award of these payments by following the procedure explained in Section 9 below. Payment of attorneys' fees and expenses will be made from the Settlement Fund, and you will not be required to pay any fees or expenses out of pocket.

9. How do I tell the Court that I don't like the settlement?

Any class member who has not opted out and believes that the settlement should not be finally approved by the court for any reason may object to the proposed settlement. You may object to the settlement and/or to the request for attorneys' fees, costs, and Named Plaintiffs' service awards. All objections must be in writing and contain at least the following: (1) the case name and number (*Lawson et al. v. Grubhub Holdings Inc. et al.*, United States District Court for the Northern District of California, Case No. 15-cv-05128 JSC); (2) your name, current address, telephone number, and dates of service with Grubhub; (3) a description of why you believe the settlement is unfair; and (4) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

The objections must be sent to the Court on or before June 18, 2026. You may also send objections to the Claims Administrator, but you MUST send them to the Court in order for them to be considered. Objections may be submitted to the Court either by mailing them to the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at the same address.

To object to the settlement, you must not opt out of the settlement, and if the court approves the settlement, you will be bound by the terms of the settlement in the same way as Settlement Class Members who do not object. Any class member who does not object in the manner provided in this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

The address for the Claims Administrator is

Lawson et al. v. Grubhub Holdings Inc. et al
c/o Claims Administrator
P.O Box 26170

10. When and where will the Court decide whether to approve the settlement?

The court will hold a final approval hearing at 9:00 a.m. on July 30, 2026, via Zoom. You will be able to attend the hearing by following this link:

<https://cand-uscourts.zoomgov.com/j/1613661817?pwd=Z0tnSzBvKzJMN25SRFB3M1B6dFBadz09>. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the settlement, as well as whether to grant the requests for attorneys' fees and costs and Named Plaintiffs' service awards. If the settlement is not approved, or if there are objections to the settlement and the settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the court will consider them. The court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the court without further notice to you, so you should check www.GrubHubCalSettlement.com to determine whether the hearing has been rescheduled. You are not required to attend the final approval hearing, although any Settlement Class Member is welcome to attend the hearing at their own expense.

11. How do I get more information about the settlement?

You may call the Claims Administrator at (833) 386-6491 or write to Lawson et al. v. Grubhub Holdings Inc. et al, c/o Claims Administrator, P.O Box 26170, Santa Ana, CA 92799; or contact *Lawson* class counsel at 617-994-5800.

This notice summarizes the proposed settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement document, or get more details about the lawsuit, by writing to Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston MA 02116 or by examining the documents at the following website: www.GrubhubCalSettlement.com

The address for Class counsel is as follows:

Shannon Liss-Riordan
Thomas Fowler
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Tel: 617-994-5800
Fax: 617-994-5801
Email: claims@llrlaw.com

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.