



United States District Court
for the Northern District of Illinois

Lynn Scott, LLC et al. v. Grubhub Inc.

Case No. 1:2020-cv-06334

Class Action Notice

Authorized by the U.S. District Court

**Was your
business listed
on Grubhub,
Eat24, Tapingo,
OrderUp,
LevelUp,
Seamless,
AllMenus,
MenuPages, or
BiteGrabber
without a
contract in
place?**

**There is a
\$7,154,586
settlement of a
lawsuit.**

**And you may be
entitled to
money.**

**To be part of this
settlement, you
should:**

Read this notice.

**Respond by
March 4, 2026 by
mail or online.**

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: www.RestaurantListingSettlement.com.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Lynn Scott, LLC et al. v. Grubhub Inc.*, brought on behalf of businesses that were listed on several online food delivery platforms (Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus, MenuPages and BiteGrabber) without a contract in place. **You received this notice because your business may be a member of the group of businesses affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	Settlement Class Members can submit a Claim Form online or by mail to potentially share in the benefits of this Settlement. You will be bound by the settlement if you receive a payment.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to pursue all your legal rights and remedies based on the same issues.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **February 2, 2026**

Settlement approval hearing: **April 15, 2026**

Your deadline to file a Claim: **March 4, 2026**

Learning About the Lawsuit

What is this lawsuit about?

In October 2020, a class action lawsuit was filed against Grubhub. The lawsuit was brought on behalf of businesses whose names or logos were listed on the following online food delivery platforms affiliated with Grubhub Inc., including Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus, MenuPages, and BiteGrabber, without a contract with those businesses. The lawsuit claims that thousands of businesses were added to food ordering and delivery apps without a contract in place. According to Plaintiffs' complaint, consumers believed the businesses had a contract with Grubhub when they did not, which allegedly hurt the businesses' reputations, and caused them to lose sales.

Grubhub denies that it did anything wrong, and Plaintiffs have not proven that Grubhub has done anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: RestaurantListingSettlement.com.

Why is there a settlement in this lawsuit?

In May 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The settlement is not an admission of guilt by Grubhub or any of the other food ordering and delivery platforms.

The settlement is on behalf of the businesses who brought the case and all members of the nationwide settlement class, which includes all businesses whose names or logos were listed on Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus, MenuPages, BiteGrabber, without having a contract in place. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where:

United States District Court
for the Northern District of Illinois
Everett McKinley Dirksen United States Courthouse – Courtroom 1425
219 South Dearborn Street
Chicago, IL 60604.

When: April 15, 2026, at 10:00 a.m.

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to www.RestaurantListingSettlement.com.

Learning About the Settlement

What does the settlement provide?

The settlement pays money to businesses who were listed on the Grubhub food delivery platforms when those businesses did not have a contract. Grubhub has also agreed not to list businesses on those platforms in the future without a contract.

An amount of \$7,154,586 will be paid into a settlement fund. Businesses will receive an initial payment of \$50 (which may be increased or reduced depending on the total number of valid claims

submitted) and an additional payment pro rata based on the length of time they were listed on the platforms listed above without a contract in place. The settlement fund will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement (expected to be approximately \$375,000).

Members of the settlement class will “release” their claims as part of the settlement, which means they relinquish all claims against Grubhub Inc. based on the same issues in this lawsuit. The full terms of the release can be found at www.RestaurantListingSettlement.com.

How do I know if I am part of this settlement?

If your business was listed on one of the food ordering and delivery platforms listed above and your business did not have a contract when listed, you may be a member of the class and entitled to money. Business records suggest your business may be part of the class. To verify whether your business is a member of the class, you may contact the settlement administrator.

How much will my payment be?

Your payment amount depends on how long your business was listed on Grubhub, Eat24, Tapingo, OrderUp, Seamless, LevelUp, AllMenus, MenuPages, or BiteGrabber, without a contract in place.

Each settlement class member who submits a claim will be entitled to an initial payment of \$50 and an additional payment that will be prorated and based on the length of time the business was listed on any of the platforms listed above without a contract. Business records will be used to confirm the length of time on the platform.

If the total of the initial payments exceeds the total amount of funds available, payments will be reduced on a pro rata basis and the length of time a business was on one of the platforms without a contract in place.

If there is money left over that can be distributed in an administratively feasible way, a second distribution will be made, otherwise the remaining balance will be donated to an organization that is approved by the Court.

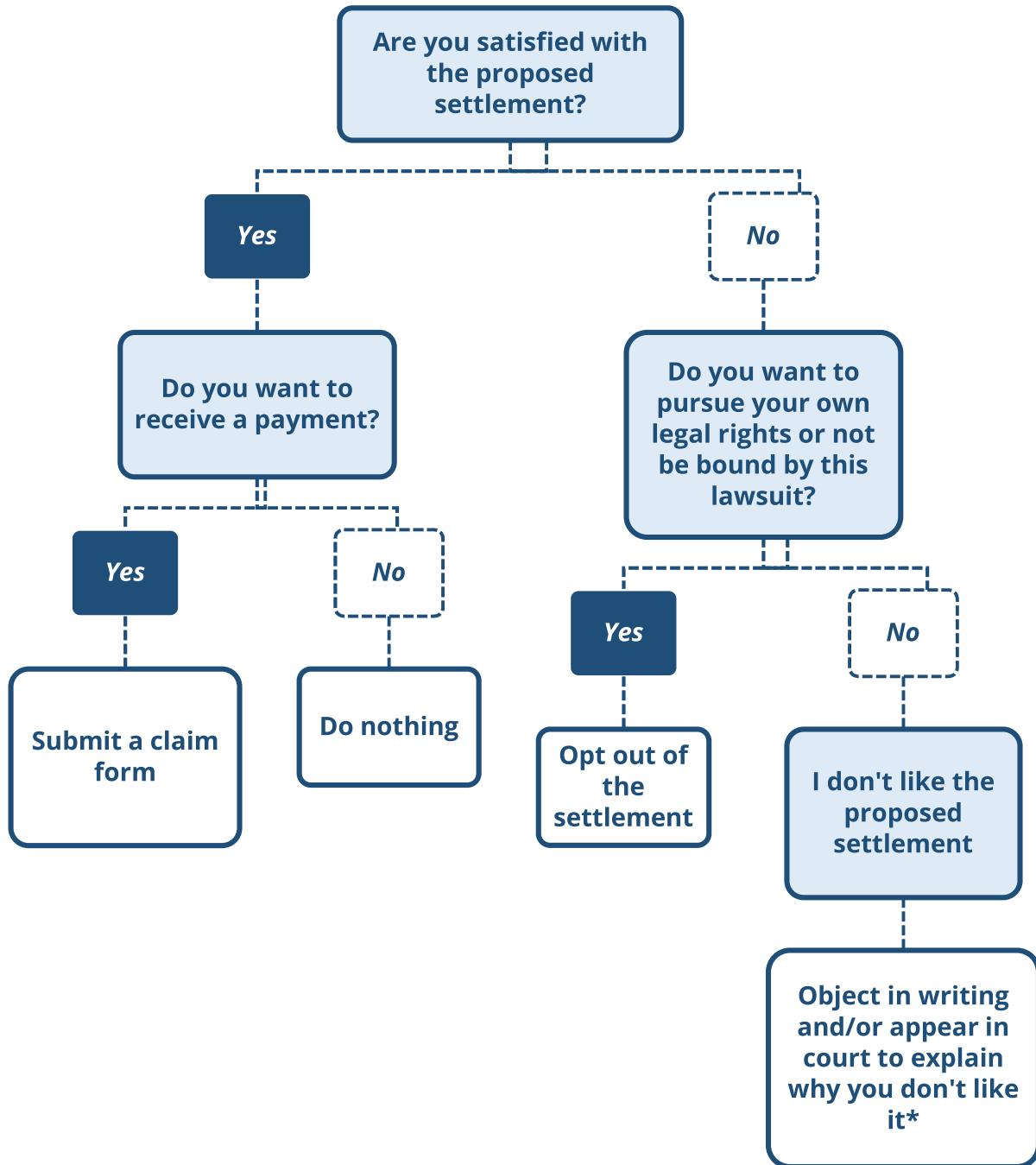
Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I ...	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I ...	YES	NO	YES	YES
Can I pursue my own rights if I ...	NO	YES	NO	NO
Will the class lawyers represent me if I ...	YES	NO	NO	YES

What is the best path for me?



*You can object to the settlement AND submit a claim form to receive payment.

Submitting a Claim

How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed claim form to the Settlement Administrator either online at www.RestaurantListingSettlement.com or download a claim form from the website and mail it to the Settlement Administrator (address below). If you are a Grubhub partnered restaurant as of July 18, 2025, you only need to provide your contact information, select a payment method and sign. If you are not a Grubhub partner as of July 18, 2025, you also need to provide your EIN or Federal Tax Identification Number. Your EIN is requested to prevent fraud and will be kept confidential.

Lynn Scott v Grubhub
 Settlement Administrator
 PO Box 5749
 Portland, OR 97228-5749

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following firms and lawyers.

Your lawyers:

Firms	Lawyers
Gibbs Mura LLP	Rosemary M. Rivas
Fegan Scott LLC	Elizabeth A. Fegan

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

Your lawyers have worked on the case since 2020 and to date, they have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment not to exceed 33 1/3 % of the Settlement Funds (up to \$2,382,477) total in attorneys' fees plus the reimbursement of out-of-pocket expenses not to exceed \$150,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of up to \$20,000.00 to each Class Representative for the time and effort they contributed to the case over approximately five years. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

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

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to pursue your own legal rights and remedies that you may have.

How do I opt out?

To opt out of the settlement, you must submit a written letter to the address or email address below no later than **February 2, 2026**:

Lynn Scott v Grubhub
Settlement Administrator
PO Box 5749
Portland, OR 97228-5749
833-662-3703
info@RestaurantListingSettlement.com

Be sure to include your name, the name of your business(es), address and contact information, and signature.

Any request for exclusion shall (i) state for each entity requesting exclusion, the entity's full name, physical address, email address, and phone number,

(ii) the name of the Action (*Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.)),

(iii) a specific statement of the entity's intent to be excluded from the Settlement,

(iv) the identity of the entity's counsel, if represented, and

(v) the printed name and signature of the entity's authorized representative and the date on which the request was signed.

Failure to provide each required element may result in rejection of a request for exclusion.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must electronically file or mail a letter to the Court, and mail a letter to the Settlement Administrator, no later than **February 2, 2026** that includes:

- (1) the name and case number of this lawsuit, *Lynn Scott, LLC, et al. v. Grubhub Inc.*, Case No. 1:20-CV-06334-LAH-GAF (N.D. Ill.);
- (2) the class member's business name, physical address, email address and phone number (if you have one);
- (3) the full name of the individual submitting the comment or objection on behalf of the class member and, if the class member is not a natural person, a description of the individual's authority to act on behalf of the class member;
- (4) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (5) all reasons for the objection or comment and sufficient proof establishing that the individual is the proprietor of the class member;
- (6) a statement identifying all class action settlements the proprietor of the class member or their attorney has objected to or commented on in the last five (5) years;
- (7) whether the class member intends to appear at the Final Approval Hearing;
- (8) the name and contact information of any and all attorneys representing, advising, or assisting the class member, including any counsel who may be entitled to compensation for any reason related to the objection or comment;
- (9) whether any attorney will appear on the class member's behalf at the Final Approval Hearing, and if so the identity of that attorney; and
- (10) the signature of the proprietor of the class member.

The addresses for the Court and the Settlement Administrator are below. If sent by mail, to be timely the objections must be postmarked no later than **February 2, 2026**.

Lynn Scott v Grubhub Settlement Administrator PO Box 5749 Portland, OR 97228-5749 833-662-3703	The Honorable LaShonda A. Hunt United States District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604
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Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any legal proceedings about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found at www.RestaurantListingSettlement.com.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found at www.RestaurantListingSettlement.com. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at www.RestaurantListingSettlement.com

Resource	Contact Information	
Case website	www.RestaurantListingSettlement.com	
Settlement Administrator	Lynn Scott v Grubhub Settlement Administrator PO Box 5749 Portland, OR 97228-5749 833-662-3703	
Your Lawyers	Rosemary M. Rivas Gibbs Mura LLP 1111 Broadway, Suite 2100 Oakland, CA 94607	Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Dr., 24 th Floor Chicago, IL 60606