

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

JAN MAYHEU, on behalf of herself and all
others similarly situated,

Plaintiffs,

v.

CHICK-FIL-A, INC.,

Defendant.

CASE NO. 2022CV365400

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
THEIR UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT**

SHAMIS & GENTILE, P.A.

Andrew J. Shamis
(GA Bar No. 49496)
Edwin E. Elliott
14 NE 1st Ave., Suite 705
Miami, FL 33132
Tel: 305-479-2299
ashamis@shamisgentile.com
edwine@shamisgentile.com

KALIELGOLD PLLC

Jeffrey Kaliel
Sophia Goren Gold
1100 15th St., NW, 4th Floor
Washington, DC 20005
Telephone: (202) 280-4783
jkaliel@kalielpllc.com
sgold@kalielgoldpllc.com

EDELSBERG LAW, P.A.

Scott Edelsberg
20900 NE 30th Ave.
Aventura, FL 33180
Tel: 305-975-3320
scott@edelsberglaw.com

Attorneys for Plaintiffs and the Settlement Class

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I. INTRODUCTION

Plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega (“Plaintiffs”) move for preliminary approval of a proposed multi-state class action settlement with Defendant Chick-fil-A, Inc. (“CFA” or “Defendant”), the terms and conditions of which are set forth in the Class Action Settlement Agreement (the “Agreement”), attached hereto as *Exhibit A*¹. Plaintiffs allege that CFA deceptively marketed flat, low-cost delivery fees on food ordered through its Chick-fil-A® App and website, when in reality, CFA imposes hidden delivery charges by secretly marking up food menu prices for delivery orders only. CFA denies Plaintiffs’ allegations, denies it has violated any of the acts or statutes under which Plaintiffs seek relief in the Third Amended Class Action Complaint, denies it is liable to any of the Plaintiffs or any members of the putative classes, and contends that there were no misrepresentations regarding its delivery services or delivery food pricing and that its practices were not deceptive or misleading as a matter of law. However, given the risks, uncertainties, and burdens of litigation, the Parties have agreed to settle according to the terms of the Agreement.

The Settlement is the result of vigorous negotiations of related actions with merits risks and uncertainty regarding contested class certification motions—indeed, the Action is one of the first lawsuits in the nation challenging “delivery fees” that, allegedly, are not actually the flat, low-cost fee as represented. The Settlement secures a substantial monetary benefit for the Settlement Class. As detailed below, the Settlement provides: (a) a cash fund of **\$1,450,000.00**, and (b) a Gift Card Settlement fund worth a total redemption value of **\$2,950,000.00**, from which Settlement Class Members can elect to receive an electronic gift card. By submitting timely and valid claims,

¹ The capitalized terms used herein are defined and have the same meaning as used in the Agreement unless otherwise stated.

Settlement Class Members will have the option to participate in either the Gift Card or cash portion of the Settlement. In addition, CFA has revised the disclosures on its Chick-fil-A® App and website to state expressly that menu prices may be higher for delivery orders and agrees to keep these disclosures in place indefinitely as long as they are applicable to delivery orders.

The Parties have agreed to a direct Electronic Mail Notice and Settlement Website Notice plan designed to afford all members of the Settlement Class due process and advise them of their rights under the Agreement. Moreover, the claims process for the Settlement Class is seamless, simple, and efficient, as it allows Settlement Class Members to submit electronic claims via a direct, easy-to-use hyperlink from their Electronic Mail Notices and on the Settlement Website. Settlement Class Members who receive direct Electronic Mail Notice will not need to submit proof of purchase or other documentary support to submit a claim. CFA will also contribute to the notice and administration of the Settlement to ensure costs of notice and administration are kept to a minimum. For example, CFA will provide customer email addresses to the Class Action Settlement Administrator for purposes of notice, obviating the need for mailed notice.

Subject to the Court's approval, the \$1,450,000 Cash Settlement Fund will also be used to pay Administration Costs; court-approved Service Awards to each Class Representative to compensate them for the time they spent, the risks they incurred, and the benefits they obtained for the Settlement Class by serving as class representatives (maximum of \$5,000 each); Class Counsel's attorneys' fees not to exceed \$880,000; and Class Counsel's litigation costs incurred in prosecuting the Action.

For the reasons set forth below, the Agreement meets all the requirements for preliminary approval. Therefore, Plaintiffs respectfully request that the Court preliminarily approve this Settlement; conditionally certify the Settlement Class for settlement purposes only; appoint

Plaintiffs as Class Representatives for the Settlement Class outlined herein; appoint the undersigned attorneys as Class Counsel for the Settlement Class; order that the proposed Notices be disseminated and approve the Notice plan, Claim Form, and Claims Process; and schedule the Fairness Hearing on Final Approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. Plaintiffs' Allegations

Plaintiffs' class action claims arise out of allegations that CFA unfairly obscures its true delivery charges by falsely marketing a flat, low-cost delivery fee in varying amounts (e.g., \$2.99, \$3.99) to consumers for Chick-fil-A delivery purchases placed on its Chick-fil-A® App and website. Plaintiffs allege that CFA secretly marks up food prices on delivery orders by a hefty 25-30%, meaning that consumers end up paying significantly more for an order placed for delivery versus placing the identical order for pickup or in-store. Declaration of Jeffrey Kaniel ("Kaniel Decl."), ¶ 12. Plaintiffs contend that because this markup is applied exclusively to delivery orders, it amounts to a hidden delivery upcharge and makes CFA's promise of a low-cost delivery charge patently false, deceptive, and misleading. *Id.*, ¶ 13. Plaintiffs allege that by omitting, concealing, and misrepresenting material facts about CFA's delivery service, CFA deceives consumers into making online food purchases they otherwise would not make. *Id.*, ¶ 14.

All Plaintiffs allege consumer protection claims under their respective states' statutes, seeking monetary damages, restitution, injunctive relief, and declaratory relief on behalf of subclasses of California, Florida, Georgia, New Jersey, and New York, consumers who made a Chick-fil-A delivery order through CFA's Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in their respective states. *Id.*, ¶ 15.

CFA has vehemently denied liability at every stage of the litigation and remains confident

in its defenses, including without limitation that there were no misrepresentations regarding its delivery services or delivery food pricing and that its practices were not deceptive or misleading as a matter of law.

B. Procedural History

Plaintiff Ronald Ortega filed his complaint in California state court on March 11, 2021, and then his Second Amended Complaint on August 12, 2022 in the Eastern District of California following removal of the action by CFA, on behalf of all California consumers who made Chick-fil-A delivery orders on the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of California, alleging violations of California’s Unfair Competition Law, California’s Consumer Legal Remedies Act, California’s False Advertising Law, and Negligent Misrepresentation. (*Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, U.S.D.C. E.D. Cal. (“*Ortega Action*”).)

Plaintiffs Aneisha Pittman and Susan Ukpere filed their action in the Southern District of New York on September 28, 2021, on behalf of all New York and New Jersey consumers who made Chick-fil-A delivery orders on the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the States of New York and New Jersey, alleging violations of NY Gen. Bus. Law § 349, New Jersey Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. (*Aneisha Pittman and Susan Ukpere v. Chick-fil-A Inc.*, No. 1:21-cv-08041-VM, U.S.D.C. S.D.N.Y.) Plaintiff Susan Ukpere’s claims were dismissed for lack of personal jurisdiction. Plaintiff Aneisha Pittman’s remaining claims were also dismissed. Plaintiff Aneisha Pittman then filed an appeal to the United States Court of Appeals for the Second Circuit, which is presently pending. (*Aneisha Pittman v. Chick-fil-A Inc.*, No. 22-1862, 2nd Cir. (“*Pittman Action*”).)

Plaintiff Susan Ukpere then filed a state court action in New Jersey on August 1, 2022, which was subsequently removed by Defendant to the District of New Jersey, on behalf of all New Jersey consumers who made Chick-fil-A delivery orders on the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of New Jersey, alleging violations of the New Jersey Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. (*Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, U.S.D.C. D.N.J. (“*Ukpere Action*”).)

Plaintiff Ron Goldstein filed his complaint in Florida state court on May 19, 2022, and then his Amended Complaint on August 11, 2022 in the Southern District of Florida following removal of the action by CFA, on behalf of all Florida consumers who made Chick-fil-A delivery orders on the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of Florida, alleging violations of the Florida Deceptive and Unfair Trade Practices Act and Negligent Misrepresentation. (*Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, U.S.D.C. S.D. Fla. (“*Goldstein Action*”).)

Plaintiff Jan Mayheu filed her complaint in Georgia state court on May 24, 2022, and then her Amended Complaint on August 5, 2022, on behalf of all Georgia consumers who made Chick-fil-A delivery orders on the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of Georgia, alleging violations of Georgia’s Unfair Business Practices Act and Negligent Misrepresentation. (*Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, Superior Court of Fulton County, Georgia (“*Mayheu Action*”).)

On January 6, 2023, the Parties attended a full-day mediation before Judge David Garcia (Ret.). Kaniel Decl., ¶ 16. In preparation for mediation and for several months throughout the settlement negotiations, the Parties engaged in formal discovery in the *Ortega Action* and informal

discovery in the other actions, wherein Defendant provided voluminous information regarding CFA's policies, practices, and procedures related to the marketing and pricing of delivery orders during the Class Period. *Id.*, ¶ 17. CFA also provided information related to the nature, timing, and implementation of Defendant's advertisements, marketing materials, and disclosures on its website and Chick-fil-A® App regarding delivery fees, service fees, and menu prices; CFA's Terms of Use for its website and Chick-fil-A® App and CFA's Terms & Conditions; the approximate number of customers who purchased food for delivery on Defendant's website and Chick-fil-A® App, as well as the approximate fees and prices charged those customers, in the five states at issue in the Action. *Id.*, ¶ 18. Based on the documents and data produced, coupled with the lengthy negotiation period, Class Counsel was able to thoroughly review, vet, and assess the claims of the Settlement Class Members and CFA's defenses before ultimately agreeing to the material terms of the Settlement and the Agreement now pending approval before the Court. *Id.*, ¶ 19.

Contemporaneously with this Motion, Plaintiffs are collectively filing a Consolidated Complaint that adds all of the Class Representatives as plaintiffs to the *Mayheu* Action, redefines the class definition to be consistent with the Settlement Class described herein, and adds the respective claims on behalf of each of the Settlement Subclasses.

III. SUMMARY OF SETTLEMENT

A. Settlement Negotiations

As noted above, the Settlement was heavily negotiated with the assistance of Judge David Garcia (Ret.), a well-respected mediator who presided over an arm's-length mediation between capable and experienced class action counsel on both sides and then continued for many months thereafter. Kalief Decl., ¶ 20. The Parties engaged in a significant amount of informal discovery, and formal discovery in the *Ortega* Action, as outlined in greater detail above, in order to assist

Class Counsel in vetting and assessing the claims of Settlement Class Members and CFA's defenses to those claims prior to reaching this Agreement. *Id.*, ¶ 21. Importantly, the Parties did not discuss attorneys' fees and costs, nor any potential service awards, until they first agreed on the material terms of the Settlement, the Notice plan, the Claims Process, the Settlement Class benefits, and the scope of the Release. *Id.*, ¶ 22.

B. The Proposed Settlement

The Parties have entered into the Agreement, which completely resolves the Action (the *Mayheu* Action which adds the claims asserted in the *Goldstein* Action, *Ortega* Action, *Pittman* Action, and the *Ukperere* Action). The Parties agree that the *Goldstein* Action, *Ortega* Action, *Pittman* Action, and the *Ukperere* Action will be stayed pending approval of this proposed Settlement. *Id.*, ¶ 23. The Agreement includes the following material terms:

1. Settlement Class Certification

For settlement purposes, the Parties have agreed to certify the Settlement Class defined as:

Settlement Class means all persons who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the States of California, Florida, Georgia, New Jersey, or New York.

The **Georgia Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of Georgia.

The **Florida Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of Florida.

The **New York Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of New York.

The **New Jersey Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of New Jersey.

The **California Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of California.

See Agreement at § II.Y. The Class Period is the period from November 1, 2019, through April 30, 2021. *Id.* at § II.F.

2. Class Benefits

Class Counsel believe that the contemplated benefits addressed below adequately compensate the Settlement Class for the harm they allege they suffered and, in light of the risks of continued litigation, represent an excellent result for the Settlement Class. Kaniel Decl., ¶ 24. According to CFA's records, approximately 400,000 distinct user identification numbers were used in connection with purchases made during the Class Period. *Id.*, ¶ 25.

a. Settlement Funds

CFA has agreed to establish a Cash Settlement Fund of \$1,450,000.00. Agreement, § IV.E.1. Within 14 calendar days of Preliminary Approval, Defendant shall deposit the Initial Administration Payment into the Cash Settlement Fund, maintained as an Escrow Account established by the Class Action Settlement Administrator. *Id.*, § IV.E.1.a. Within 30 calendar days of the Effective Date, Defendant shall deposit the Remaining Fund Payment. *Id.* at § IV.E.1.b. The Remaining Fund Payment shall be used to pay (a) the remaining Administration Costs, (b) all other Settlement Costs (including any attorneys' fees and costs awarded to Class Counsel); (c) all Service Awards; and (d) all Cash Settlement Awards to Settlement Class Members who elect to receive a Cash Settlement Award as opposed to a Gift Card Settlement Award. *Id.* Settlement Class Members who elect to receive a Cash Settlement Award will receive a cash payment up to \$29.25. *Id.*, § IV.D. In the event there are not sufficient funds in the Net Cash Settlement Fund to award each Settlement Class Member \$29.25, the Net Cash Settlement Fund shall be distributed on a *pro*

rata basis to those Settlement Class Members electing to receive a Cash Settlement Award. *Id.* The recovery provided by the Settlement represents approximately 40% of the Settlement Class Members' most likely recoverable damages. Kalief Decl., ¶ 26.

Additionally, CFA has agreed to make Gift Card Settlement Awards (an electronic gift card with a balance up to \$29.25) available to Settlement Class Members in the total redemption amount up to and not exceeding \$2,950,000.00 for those Settlement Class Members who elect to receive a Gift Card Settlement Award. Agreement, § IV.F. The Gift Card Settlement Awards provide a real benefit to the Settlement Class in that Settlement Class Members are able to redeem the Gift Card without having to make any additional purchases.²

b. Claims Process

Given that Plaintiffs' allegations exclusively regard consumers' relatively recent use of CFA's website and Chick-fil-A® App in order to place food orders for delivery (only since late 2019)—and that a valid email address is a requirement of placing such an order—CFA maintains email addresses for customers with active accounts who have not otherwise requested that their account information be deleted. CFA has agreed to provide these email addresses to the Class Action Settlement Administrator, who will give direct Electronic Mail Notice to the Settlement Class Members. *Id.*, § V.A. And for those Settlement Class Members who might not receive or read the Electronic Mail Notice, the Long Form Notice posted on the Settlement Website will provide supplemental notice that permits the Settlement Class Members to contact the Class Action Settlement Administrator to determine if they are eligible to receive a Settlement Notice and benefit. *Id.*, § V.B.

In order to receive either a Cash Settlement Award or Gift Card Settlement Award,

² Food items purchased with Gift Cards will incur sales tax.

Settlement Class Members must submit a valid and timely Claim Form to the Class Action Settlement Administrator via mail or web form during the Claim Period. *Id.*, § IV.D. Settlement Class Members will have the option to receive either a cash payment or a Gift Card. *Id.* If a Settlement Class Member fails to choose between a Cash Settlement Award and a Gift Card Settlement Award, or erroneously chooses both a Cash Settlement Award and a Gift Card Settlement Award, the Class Action Settlement Administrator will designate that claimant to have selected a Cash Settlement Award. *Id.*, § IV.F.1.

The Claim Form is accessible via one click in the Electronic Mail Notice and through the Settlement Website. *Id.*, § IV.A-B. The Claim Form does not require that the Settlement Class Member submit any proof of purchase or other supporting documentation. *See* Claim Form, attached as Ex. A to the Agreement. The Claim Form only requires that the Settlement Class Member verify her name, email address, phone number, and certify that she is an eligible class member seeking to participate in the Settlement—all of which can be performed on any mobile device or personal computer with ease. Kaliel Decl., ¶ 27.

Within 7 calendar days after the close of the Claims Period, the Class Action Settlement Administrator shall provide the Parties with the number of valid and timely Claims received, and the apportionment between Settlement Class Members who requested Cash Settlement Awards and those who requested Gift Card Settlement Awards. Agreement, § IV.G.

c. Distribution of Settlement Class Member Payments

Within 60 days of the Effective Date, the Class Action Settlement Administrator will distribute the Cash Settlement Awards and Gift Card Settlement Awards to Settlement Class Members. *Id.*, § IV.D.

d. Disposition of Residual Funds

At the expiration of the Claims Period, if there is cash remaining in the Net Cash Settlement

Fund, the excess funds will be distributed to either Feeding America or Hunger Initiative as a *cy pres* award, subject to the Court’s approval. *Id.*, § IV.E.2.

e. Remediation

CFA revised the disclosures made on its Chick-fil-A® App and website on or around April and October 2021—which are presented to consumers *prior* to placing a delivery order—to state expressly that menu prices may be higher for delivery orders and added the following language: “Menu prices for delivery are higher than at restaurant. Delivery fee, order minimums or small order fees, and additional fees apply.” *Id.*, § IV.H. CFA additionally added a similar disclosure that is presented at checkout. *Id.* Defendant agrees to keep these or substantially similar disclosures in place as applied to delivery orders and reserves the right to amend these disclosures when necessary. *Id.*

f. Releases

The Agreement includes releases from the Plaintiffs and the Settlement Class Members to release the Released Parties from the Released Claims that arise from or relate in any way to CFA’s advertising, marketing, or promotion related to CFA’s delivery and fees, charges and costs for or associated with delivery orders through Defendant’s Chick-fil-A® App or website during the Class Period, including the claims alleged in each complaint filed in the Action. *Id.*, § IV.B.1.

The Agreement also includes a General Release and waiver of California Civil Code Section 1542 by Plaintiffs and Settlement Class Members. *Id.*

Any Settlement Class Member who fails to timely and validly request exclusion from the Settlement Class but fails to submit a Claim Form will be bound by the terms of the Agreement, including the Releases. *Id.*

Defendant agrees to fully release and discharge Class Representatives, Settlement Class

Members, and Class Counsel from all claims that Defendant has against those individuals. *Id.*, § IV.B.2.

g. Settlement Class Notice

The Class Action Settlement Administrator will provide direct Electronic Mail Notice via the email addresses provided by Defendant, as well as Website Notice via the Settlement Website. *Id.*, § V. CFA's business records will be used to identify Settlement Class Members and their email addresses.

The Class Action Settlement Administrator will establish and maintain the Settlement Website, which will include key information about the Settlement, including but not limited to the Long Form Notice, the Claim Form, a copy of the Agreement, the Preliminary Approval Order, the date of the Fairness Hearing, and how to submit Claim Forms online. *Id.*, § V.B. The Long Form Notice will include a summary of the case; a summary of Settlement Class Members' legal rights and options; answers to frequently asked questions; a description of the Agreement and the Settlement benefits; contact information for Counsel; instructions on how to opt out of or object to the Settlement; a description of the attorneys' fees that Class Counsel intends to apply for and the Service Awards to be sought for Plaintiffs; and information about the Fairness Hearing. *See Id.* at Ex. B.

h. Settlement Administration, Opt-Outs, Objections, and Termination

Plaintiffs and Class Counsel, in conjunction with CFA and its Counsel, will request the Court's approval of the Class Action Settlement Administrator, which will provide notice and other administrative handling of the Agreement. *Id.*, § II.I.; V. Those Administration Costs are currently estimated at approximately \$140,000.00.

The Agreement provides a procedure for Settlement Class Members to exclude themselves

from the Settlement by submitting a written statement by the Objection/Exclusion Deadline. *Id.*, § VI.B. Requests for exclusion must include: (1) the Settlement Class Member's name, address, and phone number; (2) the Settlement Class Member's personal signature; and (3) a statement that the Settlement Class Member wishes to be excluded. *Id.*

The Agreement also provides the procedure for Settlement Class Members to object to the Agreement by the Objection/Exclusion Deadline. *Id.*, § VI.A. Written objections must be signed by the Settlement Class Member and his or her counsel, if any, delivered to the Class Action Settlement Administrator, and include: (1) the case name and number; (2) the Settlement Class Member's name, address, and telephone number; (3) a statement of all grounds for the objection accompanied by any legal support for the objection, if any; (4) copies of any papers, briefs, or any documents supporting the objection; (5) a list of all persons who will be called to testify at the Fairness Hearing, if any; (6) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (7) proof of membership in the Settlement Class; and (8) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years. *Id.*

Defendant may terminate the Agreement if the total number of opt-outs exceeds 10,000 persons in the Settlement Class. *Id.*, § VI.C.

i. Service Awards for Class Representatives

Class Counsel will seek a Service Award of \$5,000.00 for each named Plaintiff. *Id.*, § IV.I.2. The Service Awards will be paid solely from the Cash Settlement Fund and will be in addition to the Settlement Class Member Payments the Plaintiffs will be entitled to receive under the Agreement. *Id.* The Service Awards will compensate Plaintiffs for their time and effort and for the risks they assumed in prosecuting the Action, including potential liability for costs of suit.

Kaliel Decl., ¶ 28. Specifically, Plaintiffs provided assistance that enabled Class Counsel to successfully prosecute the Action and reach the Settlement, including: (1) submitting to interviews with Class Counsel and approving the Complaints; (2) locating and forwarding documents and information to Class Counsel both informally and in response to requests for production; (3) participating in conferences with Class Counsel; (4) reviewing the settlement documentation, and (5) supervising Class Counsel. *Id.*, ¶ 29. In so doing, the Plaintiffs were integral to the case. Defendant agrees not to oppose the request for these Service Awards. Agreement, § IV.I.2. Settlement is not dependent or conditioned upon the Court's approval of Plaintiffs' requests for Service Awards or an award of any specific amount.

j. Attorneys' Fees and Costs.

Class Counsel has not been paid for their efforts or reimbursed for litigation costs. Kaliel Decl., ¶ 30. Defendant will not oppose their request for attorneys' fees of up to \$880,000.00, as well as reimbursement of litigation costs incurred in connection with the Action, to be paid solely from the Cash Settlement Fund. Agreement, § IV.I.1. The Parties negotiated and reached agreement regarding attorneys' fees and costs only after agreeing to all material terms of the Settlement. Kaliel Decl., ¶ 31. Such award is subject to this Court's approval and will serve to compensate for the time, risk, and expense Class Counsel incurred pursuing claims for the Settlement Class. Settlement is not dependent or conditioned upon the Court's approval of Plaintiffs' requests for attorneys' fees or an award of any specific amount.

IV. ARGUMENT IN FAVOR OF PRELIMINARY SETTLEMENT APPROVAL

A. The Settlement Should be Preliminarily Approved.

The Parties seek Preliminary Approval of the proposed Settlement pursuant to O.C.G.A. § 9-11-23(e). As a matter of public policy and under Georgia law, settlement is strongly favored to resolve litigation, especially complex class actions. *Triple Eagle Assocs. v. PBK, Inc.*, 307 Ga.

App. 17, 17, 704 S.E.2d 189 (2010) (“settlement agreements...are highly favored under the law and will be upheld whenever possible as a means of resolving uncertainties and preventing lawsuits”).

O.C.G.A. § 9-11-23(e) requires that class action settlements be subject to judicial approval. Such approval involves a two-step process where the Court (1) first determines if a proposed settlement merits Preliminary Approval, and (2) then decides, after notice is given to class members whether final approval is warranted. NEWBERG ON CLASS ACTIONS (“Newberg”) §13:10 (5th ed. 2011, December 2019 update); *Ellison v. Southstar Energy Servs. LLC*, 2008-CV-147195, 2012 WL 2050514 (Fulton Super. Ct., Apr. 6, 2012) (Shoob, J.) (courts first grant preliminary approval, and then, after notice to class members, consider granting final approval); *see also Bennett v. Behring Corp.*, 737 F.2d 982, 985 (11th Cir. 1984); *Agnone v. Camden Cty., Ga.*, 14-CV-00024, 2019 WL 1368634 at *9 (S.D. Ga. Mar. 26, 2019).³ Plaintiffs now ask the Court to take the first step in the approval process by granting Preliminary Approval.

In assessing Preliminary Approval, the key issue is whether the proposed Settlement is “within the range” of what might be found fair, reasonable, and adequate, such that the Court should give Notice of the proposed Settlement to Settlement Class members and schedule a Final Approval Hearing. *See* Newberg, § 13:10 n.13; *Agnone*, 2019 WL 1368634 at *9; *see also Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 558 (N.D. Ga. 2007) (citing *Bennett*, 737 F.2d at 986) (class action settlements should be preliminarily approved where they appear to be “fair, reasonable, adequate and free of collusion”).

³ “Many provisions of OCGA § 9-11-23 were borrowed from Federal Rule of Civil Procedure 23, and for this reason, when Georgia courts interpret and apply OCGA § 9-11-23, they commonly look to decisions of the federal courts interpreting and applying Rule 23.” *Bickerstaff v. SunTrust Bank*, 299 Ga. 459, 462, 788 S.E.2d 787 (2016) (citations omitted).

Preliminary approval does not require the Court to make a final decision on the proposed Settlement's fairness, reasonableness, and adequacy. Rather "[a]t the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the "range of reasonableness." *T.A.N. v. PNI Dig. Media, Inc.*, No. 2:16-cv-132-LGW-RSB, 2017 U.S. Dist. LEXIS 85058, at *9 (S.D. Ga. June 2, 2017) ("Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.").

The Court should also consider that Plaintiffs and the Settlement Class faced significant legal risks in this case. For instance, the theory of liability here was novel, and indeed, this was one of the first cases in the country challenging the veracity of low-cost delivery promises where additional delivery-only charges were included in order totals. CFA consistently argued for dismissal because Plaintiffs received the benefit of the bargain in that they received exactly what they ordered and paid for. *See e.g., Waldrup v. Countrywide Fin. Corp.*, 2014 WL 3715131, at *7 (C.D. Cal. July 23, 2014) (dismissing unjust enrichment claim because plaintiff "disclaimed any allegation that the appraisals which she received were inflated or otherwise inaccurate," and thus conceded that she received precisely what she paid for). CFA also argued that Plaintiffs could not have been deceived because the term "Delivery Fee" did not include qualifying words that would lead a reasonable consumer to believe that other delivery costs would not be included in the product total, such that they could not have been deceived or misled. *See e.g., Twohig v. Shop-Rite Supermarkets, Inc.*, 519 F. Supp. 3d 154, 162 (S.D.N.Y. 2021) (dismissing NY GBL § 349 claim where a reasonable consumer would not construe a challenged statement as implying additional information not stated on the product). Indeed, these defenses created a significant litigation risk, as the courts in both the *Ortega* and *Pittman* Actions accepted CFA's arguments and granted the

motions to dismiss. Since Plaintiffs' claims and theory of liability were novel, there was a great deal of uncertainty on these claims. There were also genuine risks that Plaintiffs might not prevail at class certification, at trial, or on appeal. Kaliel Decl., ¶ 32. Given these risks, a settlement that provides members of the Settlement Class with a substantial monetary benefit, along with a commitment to keep disclosures in place, falls within the range of possible approval. *Id.* There are no grounds to doubt the Agreement's fairness. *Id.*

Thus, Plaintiffs request that the Court grant Preliminary Approval.

1. A Presumption of Fairness Applies to this Settlement Because It Is the Result of Arm's-Length Negotiations, There Has Been Sufficient Investigation and Discovery, and Counsel Are Experienced in Similar Litigation.

As a threshold matter, an initial presumption that a proposed settlement is fair and reasonable attaches where, as here, it is the result of arm's-length negotiations conducted under the auspices of an experienced mediator. *Loyd v. Emory-Adventist, Inc.*, 2013 Ga. Super. LEXIS 1742, *5 (Cobb Super. Ct., June 5, 2013); *see also Stephens v. McGarrity*, 290 Ga. App. 755, 762, 660 S.E.2d 770 (2008) (it is well settled that courts will grant a presumption of fairness to a settlement that is the product of arm's-length negotiation); *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 661-62 (S.D. Fla. 2011) (citing Manual for Complex Litig. ("MCL") at §30.42 (3d. ed. 1995)).

Similarly, courts give a strong initial presumption of fairness to settlements that are the result of arm's-length negotiations conducted by experienced counsel, especially here where the Parties engaged a well-respected mediator. *See e.g., Loyd v. Emory-Adventist, Inc.*, 2013 Ga. Super. LEXIS 1742, *5 (finding "a presumption of fairness is appropriate for the purposes of preliminary settlement approval," where "the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arms-length negotiations between the parties and their capable and experienced counsel."); *Greco v. Ginn Development Co., LLC*, 635 Fed. Appx. 628,

632 (11th Cir. 2015) (in approving a settlement, “a district court may also rely upon the judgment of experienced counsel for the parties ... absent fraud, collusion, or the like, the district court should be hesitant to substitute its own judgment for that of counsel”); *In re Oil Spill by Oil Rig Deepwater Horizon*, 295 F.R.D. 112, 146 (E.D. La. 2013) (“that a class action settlement is reached after arms' length negotiations by experienced counsel generally gives rise to a presumption that the settlement is fair, reasonable, and adequate”) (citations omitted); *In re Telik, Inc. Sec. Litig.*, 576 F.Supp.2d 570, 575 (S.D.N.Y. 2008) (“a class action settlement enjoys a presumption of correctness where it is the product of arm's-length negotiations conducted by experienced, capable counsel”); *see also Peevy v. Brown, et al*, No. 10-CV-180583 at 4 (Fulton Super. Ct., Apr. 5, 2011) (Bonner, J.) (approving settlement in part because it was reached after arm’s-length negotiation conducted by experienced counsel).

Here, the Settlement is the product of a mediation using the services of Judge David Garcia (Ret.), with vigorous and non-collusive settlement negotiations between experienced and capable counsel which continued for numerous months after the mediation. Kaniel Decl., ¶ 33. In addition, prior to any settlement discussions, Plaintiffs sought and obtained a significant amount of information about the number of customers who purchased food for delivery on CFA’s website and Chick-fil-A® App and the approximate fees and prices charged to those customers, such that Plaintiffs could estimate the available damages in the case and determine the appropriate contours of a settlement. *Id.*, ¶ 34.

Finally, Plaintiffs are represented by experienced Class Counsel who have years of experience in consumer class action litigation and have successfully handled national, regional, and statewide class actions through the United States, in both state and federal courts. *Id.*, ¶ 35; Exs. A, B, and C (firm resumes).

2. There Are No Grounds to Doubt the Fairness of the Settlement.

No grounds exist to doubt the fairness of the Settlement at this stage. Considering the costs and risks of continued litigation, Class Counsel believes the Agreement to be in the Settlement Class Members' best interests. *Id.*, ¶ 36. First, the benefit of CFA's commitment to maintain revised disclosures on its website and Chick-fil-A® App is a major accomplishment for Plaintiffs, Settlement Class Members, as well as all future CFA customers who place delivery orders. *Id.*, ¶ 37. These disclosures will allow CFA customers to make better-informed decisions about the costs of delivery services. *Id.*, ¶ 38. In addition, some of CFA's competitors have followed CFA's example and made better disclosures regarding delivery fees. *Id.*, ¶ 39. In short, the revised disclosures will inure to the benefit of the Settlement Class and future delivery consumers. The monetary benefits are also robust, as described above.

Moreover, all Settlement Class Members will receive the same opportunity to participate in the Settlement, submit a Claim, and receive a benefit. Although the Settlement provides for a \$5,000.00 Service Award to each named Plaintiff from the Net Cash Settlement Fund, which is subject to the Court's approval and denial of which is not a basis upon which to terminate the Settlement, those payments are designed to separately compensate Plaintiffs for (1) granting the release of all their claims; (2) having incurred substantial risks in undertaking this litigation, including the potential liability for costs of suit; (3) having expended resources in prosecuting this Action by providing information and documents to Class Counsel to assist in their investigation of their claims, reviewing and approving the Complaints, considering and accepting the settlement proposal, and supervising Class Counsel; and (4) having obtained—through their bringing this Action—a substantial recovery for the thousands of absent Settlement Class Members who will receive the benefits of this Settlement without having to spend any of their own time or resources

litigating their claims. *Id.*, ¶ 40.

The Agreement also provides for an award of \$880,000.00 for attorneys' fees and reimbursement of costs to be paid from the Net Cash Settlement Fund, subject to the Court's approval and which, if not approved in whole or in part is not a basis to terminate the Settlement. Plaintiffs' forthcoming motion for an award of attorneys' fees and expenses will explain in detail why the award is justified.

3. The Settlement Falls Within the Range of Possible Approval.

When examining a settlement, the relevant inquiry is "whether it falls within the range of reasonableness, not whether it is the most favorable possible result in the litigation." *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297, 319-20 (N.D. Ga. 1993) (citations omitted); *see also* MCL at § 30.41 (at preliminary approval, the question is whether the proposed settlement is "within the range of possible approval").

The proposed Agreement recognizes the inherent risks, costs, and delay associated with the prosecution of complex cases. Indeed, CFA already prevailed on its motion to dismiss in both the *Ortega* Action and the *Pittman* Action, requiring Plaintiff Ukpere to re-file her claims in New Jersey and Plaintiff Pittman to appeal the ruling to the United States Court of Appeals for the Second Circuit. Further, in any of the other Stayed Actions, CFA could have succeeded in obtaining dismissal of the complaints, opposing class certification, obtaining summary judgment or a favorable verdict at trial, or succeeding on appeal. Moreover, even if a judgment were obtained against CFA at trial, the recovery might be of no greater value to the Settlement Class and could be substantially less valuable. In contrast, the Settlement benefits here provide a guaranteed and meaningful benefit to the Settlement Class Members of greater value, for instance, a cash recovery or Gift Card Award up to \$29.25 in value.

Additionally, the only certainty is that if this Action proceeds in litigation, the Settlement Class Members will have to wait longer for any recovery, and both Parties will incur significant additional fees and costs.

4. Claims-Made Settlements Are Routinely Approved.

“Claims-made” settlements are commonplace in consumer class actions. Like the Settlement here, “[a] ‘claims-made’ settlement is a settlement that does not have a fixed settlement fund, but rather provides that the defendant will pay claims of class members who file them, usually up to some fixed ceiling” and the defendant’s liability will not exceed the exact amount of class claims submitted. *See* Rubenstein, *Newberg on Class Actions*, § 13:7 (5th ed. 2014).

Claims-made class action settlements have been routinely approved by various courts throughout the Eleventh Circuit. *See e.g., Melissa Stanford, et al. v. City of Atlanta, Georgia*, No. 2021CV345903 (Fulton Super. Ct., Dec. 14, 2021) (Ellerbe, J.) (preliminarily approving claims-made settlement challenging the city’s assessment of solid waste service fees on property owners); *Old Town Trolley Tours of Savannah, Inc. v. The Mayor and Aldermen of The City of Savannah*, No. SPCV20-00767-MO (Chatham Super. Ct., Dec. 28, 2020) (Morse, J.) (approving claims-made settlement in refund class action challenging the city’s assessment of preservation fees on tour guide operators as a violation of their civil rights); *In re: Equifax Inc. Customer Data Security Breach Litig.*, No. 1:17-md-2800-TWT, 2020 WL 256132, at *29-30 (N.D. Ga. Mar. 17, 2020), *rev’d on other grounds in* 999 F.3d 1247 (11th Cir. 2021) (overruling several objections regarding the claims process and approving claims-made settlement in consumer data breach class action); *Montoya v. PNC Bank, N.A.*, No. 14-20474-CIV, 2016 WL 1529902 (S.D. Fla. Apr. 13, 2016) (approving claims-made settlement in force-placed insurance class action with 12.5% recovery for class members and collecting cases where the “Eleventh Circuit has affirmed claims-made

settlements affording far less relief to class members”); *Wilson v. EverBank*, No. 14-CIV-22264, 2016 WL 457011 (S.D. Fla. Feb. 3, 2016) (same); *Lee v. Ocwen Loan Servicing, LLC*, No. 14-CV-60649, 2015 WL 5449813 (S.D. Fla. Sept. 14, 2015) (same and overruling objections as to the claims-made structure of the settlement); *Saccoccio v. JP Morgan Chase Bank, N.A.* 297 F.R.D. 683, 696 (S.D. Fla. 2014) (rejecting objection to claims-made settlement and noting that the court need not wait until claims are filed to approve the settlement, as settlements with low claiming rates have often been approved); *see also Poertner v. Gillette Co.*, 618 Fed. Appx. 624, 628 (11th Cir. 2015) (noting “the use of a claims process is not inherently suspect”).

Here, the claims process will ensure that only eligible customers participate in the settlement. The Settlement Class is defined as “all persons who made a food delivery order through CFA’s Chick-fil-A® App or website [from November 1, 2019, through April 30, 2021] in the states of Georgia, Florida, New York, New Jersey, and California.” Agreement, §§ II.F.; II.Y. By using the email address associated with the order, the Claim Form and Claims Process will ensure proper participation. And if anyone has questions about eligibility, they may ask the Class Action Settlement Administrator, and the Parties will confer in good faith to resolve individual issues that may arise.

Further, the Settlement ensures that no amount of the Net Cash Settlement Fund shall revert to CFA, as the excess funds at the expiration of the Claims Period, if any, will be distributed to either Feeding America or Hunger Initiative as a *cy pres* award. *Id.*, § IV.E.2.

B. The Settlement Class Should Be Preliminarily Certified.

Courts frequently certify a class for the purpose of approving a settlement. *McGaffin v. Argos USA, LLC*, No. 4:16-cv-104, 2020 WL 1493929, at *2 (S.D. Ga. Mar. 24, 2020). In Georgia, to certify a class, the court must find that the four prerequisites for class certification under

O.C.G.A. § 9-11-23(a), as well as the prerequisite for certification under O.C.G.A. § 9-11-23(b), have been met. *Miller v. Deal*, 295 Ga. 504, 505, 761 S.E.2d 274 (2014). Plaintiffs must show “that the class was sufficiently numerous, that the claims that they asserted on behalf of the class presented common questions, that their own claims are typical of those that they asserted on behalf of the class, [and] that they are adequate representatives of the class.” *Id.* at 505. Plaintiffs must also prove that “the questions of law or fact common to the members of the class predominate over any questions affecting only individual members.” O.C.G.A. § 9-11-23.

1. The Settlement Class Is Sufficiently Numerous.

In Georgia, O.C.G.A. § 9-11-23(a) requires that class be so numerous “that joinder of all members is impracticable.” *Premier Paving GP, Inc. v. IOU Cent., Inc.*, 357 Ga. App. 894, 896, 852 S.E.2d 586 (Ga. Ct. App. 2020). CFA’s records indicate that the Settlement Class includes over 400,000 impacted CFA One user identification numbers. Kaliel Decl., ¶ 41. Therefore, the Settlement Class is sufficiently numerous such that joinder is impracticable.

2. Common Questions of Law and Fact Predominate.

Under O.C.G.A. § 9-11-23(a), it is required that there be “questions of law or fact common to the class.” *Premier Paving GP, Inc.*, 357 Ga. App. at 896. “Commonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury.’” *Bowden et al. v. The Medical Center, Inc.*, 309 Ga. 188, 194-95, 845 S.E.2d 555 (2020) (citations omitted). This does not mean Plaintiffs are required to prove that all class members incurred the same injury, but rather that the action “is of such a nature that it is capable of classwide resolution.” *Id.*

Plaintiffs’ claims have met the commonality requirement, as the resolution of the Action will benefit the Settlement Class as a whole. Further, the Settlement Class Members’ claims arise from a common nucleus of facts because all Settlement Class Members ordered delivery through

CFA’s website or Chick-fil-A® App and all were charged allegedly hidden delivery fees through Defendant’s food menu item mark-ups. Kaniel Decl., ¶ 42. Plaintiffs contend that common legal issues also unite the Settlement Class. They include, but are not limited to: (1) the elements of Plaintiffs’ claims and CFA’s defenses; (2) whether CFA violated respective state consumer protection statutes when it represented on its website and Chick-fil-A® App that the delivery fee for orders would be a flat, low-cost in varying amounts (e.g., \$2.99, \$3.99), but then marked up the prices on food menu items for delivery orders only; (3) whether CFA’s alleged misrepresentations were material and would likely deceive reasonable consumers; (4) whether Plaintiffs and the Settlement Class Members have sustained damages as a result of CFA’s business practices; and (5) the measure of damages or restitution owed to Plaintiffs and Settlement Class Members. And although the Parties disagree about the predominance analysis for a contested motion to certify a class, the settlement structure proposed here avoids those complications because issues like exposure, materiality, and reliance are not at issue. Thus, there are no issues of law that affect only individual Settlement Class Members. Accordingly, a finding of commonality and predominance is merited in the context of this Settlement.

3. Plaintiffs’ Claims Are Typical of Those of the Settlement Class.

Typicality simply tests “whether other members have the same or similar injury, whether the action is based on conduct, which is not unique to the named class plaintiffs, and whether other class members have been injured by the same course of conduct.” *City of Roswell v. Bible*, 351 Ga. App. 828, 834-35, 833 S.E.2d 537 (2019). Courts have frequently held that this is not a demanding test and will be satisfied “if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory.” *Id.*; see also *Brenntag Mid South, Inc. v. Smart*, 308 Ga. App. 899, 904-05, 710 S.E.2d

569 (2011) (typicality exists if there is a sufficient nexus or if claims or defenses of the class and class representatives arise from the on same legal theory).

Here, Plaintiffs' claims are based on the same facts and underlying legal theories as those of the Settlement Class. Like other class members, Plaintiffs were alleged to have been charged inflated delivery fees on delivery orders placed through CFA's Website or the Chick-fil-A® One App. Because the Claim Form and transaction records would suffice for Plaintiffs' claims as it would for absent Class Members, Plaintiffs' claims are typical of those of the putative Class they seek to represent.

4. Plaintiffs and Class Counsel Will Vigorously Protect the Settlement Class's Interests.

The representative plaintiffs must adequately protect the interests of the class. O.C.G.A. § 9-11-23(a)(1). "The important aspects of adequate representation are whether the plaintiffs' counsel is experienced and competent and whether plaintiffs' interests are antagonistic to those of the class." *Liberty Lending Services v. Canada*, 293 Ga. App. 731, 739, 668 S.E.2d 3 (Ga. Ct. App. 2008). In assessing the adequacy of the class representatives, the court will (a) examine whether the representatives' attorneys are experienced and competent in the legal issues involved, and (b) "ensure that the interests of the proposed representatives are not antagonistic to the interests of the proposed class." *EndoChoice Holdings, Inc. v. Raczewski*, 351 Ga. App. 212, 215, 830 S.E.2d 597 (2019).

Plaintiffs do not have any claims antagonistic to or in conflict with those of other members of the Settlement Class. Kaliel Decl., ¶ 43. As discussed above, they are pursuing the same legal theory as the rest of the Settlement Class relating to the same course of CFA's conduct. Plaintiffs and other Settlement Class Members' claims turn on the same alleged misrepresentations and omissions. In addition, Plaintiffs seek remedies equally applicable and beneficial to themselves

and all other members of the Settlement Class.

Plaintiffs have also selected experienced and competent counsel to represent the Settlement Class. Class Counsel has extensive background in in litigating complex litigation and consumer class actions, have been appointed class counsel in prior and similar cases, and have the resources necessary to prosecute this action to its conclusion. *See id.*, ¶ 44. They have recovered hundreds of millions of dollars for classes they represented. *Id.*, ¶ 45. Class Counsel are qualified to represent the Settlement Class and will, along with Plaintiffs, vigorously protect the interests of the Settlement Class. *Id.*

5. A Class Action Is a Superior Method of Adjudication.

In pertinent part, O.C.G.A. § 9-11-23(b)(3) provides that a class action may be maintained if “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” *Raczewski*, 351 Ga. App. at 218. Importantly, the question is how a class action compares to other alternatives for adjudicating the class claims, not whether class treatment poses difficulty in the abstract. *See Brenntag*, 308 Ga. App. at 907 (instructing the trial court “to consider the relative advantages of a class action suit over other forms of litigation” when assessing superiority).

Resolving Plaintiffs’ claims as a class settlement will satisfy these objectives. Because issues like exposure, reliance, and materiality are irrelevant under the proposed settlement structure, the Notice, Claim Form, and transaction records will enable a class-wide settlement that avoids repetitive and needless litigation of the same issue and instead, will permit all claims to be resolved only once, with binding effect. The alternative is to proceed with a contested motion to certify the class or for each class member to file a separate case; but here, it would be impracticable to bring each class member’s claim individually and such small claims would not be economically

feasible or practical. Further, given that the potential damages for each Settlement Class Member are relatively small, absent certification for settlement, most members of the Settlement Class would never seek redress on their own or face the risk of the Court denying a contested motion for class certification. *See id.* (noting where “the damages involved for each class member are likely to be relatively small mak[es] it unlikely that other class members would have a strong interest in controlling the litigation for themselves”). That would be unjust. Class certification is the best way to “achieve economies of time, effort and expense, and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness.” *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 615 (1997).

In sum, the proposed Settlement Class meets all certification criteria and should be conditionally certified for purposes of effectuating the Settlement.

C. The Proposed Notices Are Adequate.

O.C.G.A. § 9-11-23(e) requires that “notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” Where practicable, individual notice to class members is favored by Georgia courts. *See George v. Academy Mortgage Corp. (UT)*, 369 F. Supp. 3d 1356, 1368 (N.D. Ga. 2019) (approving “multi-faceted” notice program which included direct email notice containing a hyperlink to submit Claim Forms directly online and publication notice posted on the settlement website); *Ellison*, 2012 WL 2050514 (approving notice procedure under which class members were sent copies of the notice and proof of claim by mail at their last-known addresses); *Clark v. Bway Holding Co., et al*, No. 2010-CV-183869 at 2-3, 5 (Fulton Super. Ct., Nov. 10, 2010) (Bonner, J.) (same).

The Parties have agreed that the Electronic Mail Notice will be delivered directly via email to each member of the Settlement Class, and as a supplement, the Class Action Settlement

Administrator will publish the Long Form Notice on the Settlement Website in order to reach Settlement Class Members who might not receive or read the Electronic Mail Notice. Agreement, § V. Given that Plaintiffs' allegations regard consumers' use of CFA's Website and the Chick-fil-A® One App in order to place food orders for delivery, Defendant maintains email addresses for customers with active accounts who have not otherwise required their account information be deleted. In light of the amount of Settlement Class Member contact information within CFA's control, this constitutes the best notice practicable under the circumstances. Thus, the Parties respectfully submit that the proposed Notice plan is designed to reach a high percentage of the Settlement Class and exceeds the requirements of constitutional due process. *See* Agreement at Exhibits A and B.

Additionally, courts have granted preliminary approval after finding that the notice to be given should "fully and accurately informed members of the [c]lass of all material elements of the [s]ettlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Due Process, and all applicable laws." *Gregory v. Preferred Fin. Sols.*, No. 5:11-CV-00422-MTT, 2019 U.S. Dist. LEXIS 46748, at *7 (M.D. Ga. Mar. 21, 2019). Here, the proposed Electronic Mail Notice and Long Form Notice are accurate, informative, neutral, and readable by the average person. Agreement at Exhibits A and B. They are written in plain, simple language. As required by O.C.G.A. § 9-11-23(c)(2), the Notices will provide the key information about the Agreement so that members of the Settlement Class can choose what to do, including: the settlement benefits; the fact that Settlement Class Members will be bound by the judgment; the right to opt out or object and the method for doing so; and the time, date, and place of the Fairness Hearing.

The Class Action Settlement Administrator will also create and maintain a Settlement

Website which includes all relevant documents pertaining to the Settlement, such as the Notices, Claim Form, a copy of the Agreement, the Preliminary Approval Order, date of the Fairness Hearing, and how to submit Claim Forms online. *Id.*, § V.B. Thus, the Parties are confident that these methods cumulatively provide a strong chance of effectuating notice of the Settlement to a substantial number of Class Members. In sum, the proposed Notice plan should be approved.

V. PROPOSED SCHEDULE OF EVENTS

The Court’s entry of the Preliminary Approval Order would, among other things, (1) preliminarily approve the Settlement as being fair, adequate, and reasonable and within the range of possible final approval; (2) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class and Plaintiffs as Class Representatives for the Settlement Class for settlement purposes only; (3) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and O.C.G.A. § 9-11-23; (4) direct that the Notice be provided to the Settlement Class in accordance with the Agreement by the Notice Deadline; (5) approve the Claim Form and Claims Process, and establish the deadline for the Settlement Class Members to file Claims; and (6) schedule the Fairness Hearing on Final Approval of the Settlement 150 days after Preliminary Approval is granted, or as soon thereafter, to consider whether the Settlement should be finally approved as being fair, reasonable, and adequate. The Parties respectfully request that the Preliminary Approval Order set the following deadlines:

Notice Deadline/Notice Date	30 days after Preliminary Approval granted
Deadline to file Motion for Final Approval and Motion for Attorneys’ Fees, Costs, and Service Awards	120 days after Preliminary Approval granted

Deadline to File Claims	14 days prior to Fairness Hearing
Objection/Exclusion Deadline	90 days after Preliminary Approval granted
Fairness Hearing	(150 days after Preliminary Approval or such other date available on the Court's calendar)

VI. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Agreement and enter the Preliminary Approval Order. For the Court's convenience, Plaintiffs attach hereto as **Exhibit B** a proposed Order Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying Settlement Class, setting forth the various deadlines referenced herein.

Dated: September 14, 2023

By: /s/ Andrew J. Shamis
SHAMIS & GENTILE, P.A.
Andrew J. Shamis
(GA Bar No. 49496)
Edwin E. Elliott
14 NE 1st Ave., Suite 705
Miami, Florida 33132
Tel: 305-479-2299
ashamis@shamisgentile.com
edwine@shamisgentile.com

By: /s/ Jeffrey Kaliei
KALIELGOLD PLLC
Jeffrey Kaliei
Sophia Goren Gold
1100 15th St., NW, 4th
Floor Washington, DC
20005 Telephone: (202)
280-4783
jkaliel@kalielpllc.com
sgold@kalielgoldpllc.com

By: /s/ Scott Edelsberg
EDELSBERG LAW, P.A.
Scott Edelsberg
20900 NE 30th Ave.
Aventura, FL 33180
Tel: 305-975-3320
scott@edelsberglaw.com

Attorneys for Plaintiffs and the Settlement Class

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

I. SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega (“Plaintiffs” or “Class Representatives”), individually and on behalf of their respective statewide settlement classes in Georgia, New York, New Jersey, Florida, and California, on the one hand, and defendant, Chick-fil-A, Inc. (“CFA” or “Defendant”), on the other hand, in the following actions:

- *Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, pending in the Superior Court of Fulton County, Georgia;
- *Aneisha Pittman v. Chick-fil-A Inc.*, No. 22-1862, pending in the United States Court of Appeals for the Second Circuit (originally filed in the United States District Court for the Southern District of New York);
- *Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, pending in the United States District Court for the District of New Jersey;
- *Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, pending in the United States District Court for the Southern District of Florida;
- *Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, pending in the United States District Court for the Eastern District of California.

II. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “Action” means collectively the claims asserted in *Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, Superior Court of Fulton County, Georgia; *Aneisha Pittman and Susan Ukpere v. Chick-fil-A Inc.*, No. 1:21-cv-08041-VM, U.S.D.C. S.D.N.Y. (appealed to the Second Circuit as Case No. 22-1862); *Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, U.S.D.C. D.N.J.; *Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, U.S.D.C. S.D. Fla.; and *Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, U.S.D.C. E.D. Cal.; which Plaintiffs will seek to combine into a single action pursuant to the terms of this Settlement.

B. “Cash Settlement Fund” means a fund that will be used to pay Settlement Costs and all Cash Settlement Awards (as defined herein). The Cash Settlement Fund will not exceed one Million Four Hundred and Fifty Thousand Dollars (\$1,450,000 USD).

C. “CFA” or “Defendant” means Chick-fil-A, Inc. and all of its affiliates and subsidiary companies including, but not limited to, Bay Center Foods, LLC and Chick-fil-A Supply, LLC.

D. “Chick-fil-A® One App” means to CFA’s mobile ordering application used to facilitate CFA’s mobile and delivery ordering services.

E. “Class Counsel” means Kaniel Gold PLLC.

F. “Class Period” means the period from November 1, 2019, through April 30, 2021.

G. “Claim(s)” or “Claim Form(s)” means the claim form submitted by a Settlement Class Member to receive a Settlement Award pursuant to Sections IV. The Parties will agree on the form of the Claim Form.

H. “Claim Period” means the time period in which Settlement Class Members may submit a Claim Form.

G. “Claims Process” means the process for Settlement Class Members to submit Claims, as described in Section V.

H. “Class Notice” means all types of notice that will be provided to the Settlement Class, as described in Section V of the Agreement, which includes Electronic Mail Notice and the Long Form Notice posted on the Settlement Website. The Parties will agree on the forms of Class Notice, which will be submitted to the Court with Plaintiffs’ motion for preliminary approval of the settlement.

I. “Class Action Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court.

J. “Effective Date” means the 5th day after which all of the following events have occurred:

- a. The Court has entered without material change the Final Approval Order and Final Judgment; and
- b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

K. “Electronic Mail Notice” refers to the notice that the Class Action Settlement Administrator shall provide to all Settlement Class Members, using email addresses provided by Defendant from its business records. The Parties will agree on the form of Electronic Mail Notice,

which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement.

L. "Escrow Account" means the interest-bearing account to be established by the Settlement Claims Administrator consistent with the terms and conditions described in this Agreement and into which Defendant will deposit the Cash Settlement Fund, as defined herein.

M. "Fairness Hearing" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate.

N. "Final Approval" means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement, and enters the Final Approval Order.

O. "Final Approval Order" means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing. The Parties will agree on the form of a Final Approval Order, which will be submitted to the Court as a proposed order.

P. "Long Form Notice" means notice of the proposed Settlement to be available to Settlement Class Members on the Settlement Website. The Parties will agree on the form of the Long Form Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement.

Q. "Net Cash Settlement Fund" means the Cash Settlement Fund less Settlement Costs, which will be available to Settlement Class Members as Cash Settlement Awards.

R. "Notice Deadline" or "Notice Date" means the date on which the notices described in Section V of the Agreement are first issued, which shall be no later than thirty (30) calendar days following entry of Preliminary Approval.

S. “Objection/Exclusion Deadline” means the date sixty (60) calendar days after the Notice Deadline, which itself should be no less than sixty (60) calendar days after Preliminary Approval.

T. “Parties” mean the Class Representatives and Defendant.

U. “Preliminary Approval” means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement, and enters the Preliminary Approval Order.

V. “Preliminary Approval Order” means the order the Court enters conditionally certifying the class for settlement purposes only and preliminarily approving the Settlement. The Parties will agree on the form of a Preliminary Approval Order to be submitted to the Court with Plaintiffs’ motion for preliminary approval of the Settlement.

W. “Released Claims” means all claims to be released pursuant to Sections IV.B and C of this Agreement.

X. “Settlement Award” means either: (1) an electronic payment via PayPal, Venmo, or other electronic means to a Settlement Class Member pursuant to Section IV.D. (the “Cash Settlement Award”); or (2) electronic gift card to a Settlement Class Member pursuant to Section IV.E. (the “Gift Card Settlement Award”).

Y. “Settlement Class” means all persons who made a food delivery order through CFA’s Chick-fil-A® One App or Website during the Class Period in the states of Georgia, Florida, New York, New Jersey, and California.

a. The “Georgia Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of Georgia.

- b. The “Florida Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of Florida.
- c. The “New York Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of New York.
- d. The “New Jersey Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of New Jersey.
- e. The “California Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of California.

Z. “Settlement Class Member” means any member of the Settlement Class.

AA. “Settlement Costs” means (a) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (b) any and all service awards to each Class Representative approved by the Court (“Service Awards”); (c) costs of the Class Action Settlement Administrator for (i) providing notice to persons in the Settlement Class (including, but not limited to electronic mail or website notice and any additional notice that might be ordered by the Court) and notice as required under the Class Action Fairness Act, (ii) administering the Settlement, including, but not limited to, the cost of providing Settlement Awards, Claim Forms, and the cost of processing Claim Forms, and (iii) the fees, expenses and all other costs of the Class Action Settlement Administrator (“Administration Costs”); and (d) any other ancillary costs incurred by the Class Action Settlement Administrator and/or Defendant related, in any way, to the Settlement, though Defendant may not

bill or recoup from the Class Action Settlement Administrator any of its costs in (1) creating a list with contact information of Settlement Class members or (2) creating, validating, or accepting Gift Card Settlement Awards. The Settlement Costs will come entirely from the Cash Settlement Fund. In no event will Defendant pay more than the amount remitted to the Cash Settlement Fund (other than the gift cards addressed herein) to cover any costs associated with the Settlement.

BB. “Settlement Website” means the website to be established by the Class Action Settlement Administrator for purpose of providing notice, Claim Forms, the electronic submission of Claim Forms, and other information regarding this Agreement, as described in Section V.B.

III. LITIGATION BACKGROUND

A. Plaintiffs allege that they purchased food products for delivery through Defendant’s Chick-fil-A® One App and/or Website during the Class Period. Plaintiffs further allege that Defendant’s representations regarding its delivery fees and menu prices for its delivery orders during the Class Period were false or misleading. Plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega each filed putative class action lawsuits in state court in Georgia and in federal court in New York, New Jersey, Florida, and California respectively.

B. After initiating the action on May 24, 2022, plaintiff Jan Mayheu, a resident of the State of Georgia, filed an Amended Complaint on August 5, 2022 on behalf of all Georgia consumers who purchased food for delivery from CFA within the applicable limitations period and alleging violations of Georgia’s Unfair Business Practices Act and Negligent Misrepresentation. (*Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, Superior Court of Fulton County, Georgia (“*Mayheu Action*”).)

C. On September 28, 2021, plaintiffs Aneisha Pittman, a resident of the State of New York, and Susan Ukpere, a resident of the State of New Jersey, filed their action in the Southern

District of New York on behalf of all New York and New Jersey consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of NY Gen. Bus. Law § 349, New Jersey Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. (*Aneisha Pittman and Susan Ukpere v. Chick-fil-A Inc.*, No. 1:21-cv-08041-VM, U.S.D.C. S.D.N.Y.) Plaintiff Susan Ukpere's claims were dismissed for lack of personal jurisdiction. Plaintiff Aneisha Pittman's remaining claims were also dismissed. Plaintiff Aneisha Pittman then filed an appeal to the United States Court of Appeals for the Second Circuit, which is presently pending. (*Aneisha Pittman v. Chick-fil-A Inc.*, No. 22-1862, 2nd Cir. ("*Pittman Action*").)

D. On August 1, 2022, plaintiff Susan Ukpere, a resident of the State of New Jersey, filed a state court action, which was subsequently removed by Defendant to the District of New Jersey, on behalf of all New Jersey consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of the New Jersey Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. (*Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, U.S.D.C. D.N.J. ("*Ukpere Action*").)

E. After initiating the action in Florida state court on May 19, 2022 and after removal of the action by Defendant to the Southern District of Florida, plaintiff Ron Goldstein, a resident of the State of Florida, filed an Amended Complaint on August 11, 2022 on behalf of all Florida consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of the Florida Deceptive and Unfair Trade Practices Act and Negligent Misrepresentation. (*Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, U.S.D.C. S.D. Fla. ("*Goldstein Action*").)

F. After initiating the action in California state court on March 11, 2021 and after removal of the action by Defendant to the Eastern District of California, Plaintiff Ronald Ortega, a

resident of the State of California, filed a Second Amended Complaint on August 12, 2022 on behalf of all California consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of California’s Unfair Competition Law, California’s Consumer Legal Remedies Act, California’s False Advertising Law, and Negligent Misrepresentation. (*Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, U.S.D.C. E.D. Cal. (“*Ortega Action*”).)

G. All Plaintiffs seek monetary damages, restitution, injunctive relief, and declaratory relief.

H. For settlement purposes, the Parties have agreed that Plaintiffs will file an amended complaint in the Superior Court of Fulton County, Georgia, contemporaneously with a motion for preliminary approval of the settlement, adding all of the Class Representatives as plaintiffs to the *Mayheu* Action and thereby constituting the Action, redefining the class definition to be consistent with the Settlement Class described herein, and adding claims on behalf of each Settlement Subclass.

I. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, the Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that there were no misrepresentations regarding its delivery services or delivery food pricing and that its practices were not deceptive or misleading as a matter of law.

J. Counsel for the Parties engaged in a full-day mediation before the Honorable Judge David Garcia (Ret.) of JAMS on January 6, 2023, and participated in discussions thereafter before

finally resolving these matters. The result was a Settlement of the Action in its entirety, culminating with this Agreement on the above-outlined litigations. Based on the above-outlined litigations, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of the Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

K. Prior to mediation and for several months throughout the settlement negotiations, the Parties engaged in formal discovery in the *Ortega* Action and informal discovery in the other actions, and Defendant provided voluminous information regarding Defendant's policies, practices, and procedures related to the marketing and pricing of delivery orders during the Class Period. Information provided included but was not limited to the nature, timing, and implementation of Defendant's advertisements, marketing materials, and disclosures on its Website and Chick-fil-A® One App regarding delivery fees, service fees, and menu prices; CFA's Terms of Use for its Website and Chick-fil-A® One App and CFA's Terms & Conditions; the approximate number of customers who purchased food for delivery on Defendant's Website and Chick-fil-A® One App in the five states at issue in the Action; and the approximate fees and prices charged customers who purchased food for delivery on Defendant's Website and Chick-fil-A® One App in the five states at issue in the Action. As a result of Defendant's production of documents and data and the lengthy negotiation period, Class Counsel was able to thoroughly

review, vet and assess the claims of the Settlement Class Members and Defendant's defenses to said claims prior to reaching this Agreement.

L. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing the Action has and will further detract from resources that may be used to run Defendant's business. Although Defendant denies any wrongdoing or liability arising out of any of the facts alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, it settles the claims raised in the Action for these reasons and these reasons only.

M. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action (and each of the individual actions which comprise the Action) which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the claims as set forth in Section IV(B)(1).

IV. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class, and specifically the Georgia, Florida, New Jersey New York, and California Settlement Subclasses, pursuant to O.C.G.A. § 9-11-23. This certification for settlement

purposes only is conditional on the Court's final approval of this Agreement. In the event the Court does not approve all terms of the Agreement and enter the Final Approval Order, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this 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, in such an event, this 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 this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

B. Releases.

1. Release of CFA. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, affiliates, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, franchisees, licensees, independent contractors, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or

unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to Defendant's advertising, marketing or promotion related to Chick-fil-A delivery and fees, charges and costs for or associated with delivery orders through Defendant's Chick-fil-A® One App or Website during the Class Period including, without in any way limiting the foregoing, the claims alleged in each complaint filed in the Action and each of the *Mayheu* Action, *Pittman* Action, *Ukpere* Action, *Goldstein* Action, and *Ortega* Action, arising from, directly or indirectly, communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, marketing, labeling, advertising, promotion, packaging, displays, brochures, studies, manufacture, distribution, operation, performance, functionality, notification, providing, offering, dissemination, replacement, any claims for rescission, restitution or unjust enrichment for all damages of any kind, violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes, any violation of the Uniform Commercial Code, any breaches of express, implied and/or any other warranties, any similar federal, state or local statutes, codes, damages, costs, expenses, extracontractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs against the Released Parties pertaining to or relating to the claims alleged in each complaint filed in

the Action and each of the *Mayheu* Action, *Pittman* Action, *Ukpere* Action, *Goldstein* Action, and *Ortega* Action, notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein (the “Released Claims”). A Settlement Class Member who fails to timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of this Agreement, including the release of the Released Claims.

Plaintiffs expressly understand and acknowledge and all Settlement Class Members will be deemed by the Final Judgment to acknowledge, that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

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

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

2. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Class Representatives, Settlement Class Members, and Class Counsel from all claims,

demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, concerning the institution or prosecution of the Action. .

C. Consolidated Complaint. Before the Parties seek Preliminary Approval, Plaintiffs will file a consolidated amended complaint in the *Mayheu* Action that adds the claims asserted in the *Goldstein* Action, *Ortega* Action, the *Pittman* Action, and the *Ukpere* Action. Plaintiffs will seek a stay of the proceedings in the *Goldstein* Action, *Ortega* Action, the *Pittman* Action, and the *Ukpere* Action (the “Stayed Actions”). Defendant consents to the consolidation for the purposes of settlement only and does not otherwise believe that the claims asserted should be consolidated. If the Settlement is not finally approved by the Court, the Parties agree that Plaintiffs will withdraw the consolidated amended complaint in the *Mayheu* Action, and Plaintiffs will move to lift the stay of proceedings in the Stayed Actions and proceed with litigation in the separate class actions.

D. Claim Process. Settlement Class Members must timely submit a valid Claim Form in order to be entitled to a Settlement Award to the Class Action Settlement Administrator by mail or via a web form on the Settlement Website during the Claim Period. Settlement Class Members may select on the Claims Form to either receive (1) a Cash Settlement Award from the Cash Settlement Fund or (2) a Gift Card Settlement Award. Settlement Class Members who elect to receive a Cash

Settlement Award and submit a valid Claim Form shall receive a cash payment up to \$29.25. The Cash Settlement Fund will be distributed in accordance with the terms in Section V.E. Settlement Class Members who elect to receive a Gift Card Settlement Award and submit a valid Claim Form shall receive an electronic gift card with a balance up to \$29.25. Class Members will be charged sales tax on items redeemed with a Gift Card Settlement Award; however, no additional purchase shall be necessary to use the Gift Card Settlement Award. Gift Card Settlement Awards will be delivered at the direction of the Settlement Administrator to Class Members who file a valid Claim Form and elect to receive a Gift Card Settlement Award via the email address for that Settlement Class Member. Cash Settlement Awards to Settlement Class Members who elect to receive a Cash Settlement Award and submit a valid Claim Form will be paid within sixty (60) days of the Effective Date, by electronic payment. Gift Card Settlement Awards to Settlement Class Members who elect to receive a Gift Card Settlement Award and submit a valid Claim Form will be transmitted by email within sixty (60) days of the Effective Date.

E. Compensation to the Settlement Class of Cash Settlement Awards From the Cash Settlement Fund.

1. Cash Settlement Fund. Defendant shall establish a Cash Settlement Fund of One Million Four Hundred and Fifty Thousand Dollars (\$1,450,000 USD). Defendant shall pay the Cash Settlement Fund on the following schedule and subject to the following provisions:

- a. Within fourteen (14) calendar days of Preliminary Approval, the Parties shall consult with the Claims Administrator and determine an estimate for costs associated with the Claims Administrator administering the Settlement (“Administration Costs”). Defendant shall deposit 50% of the estimated Administration Costs into the Cash Settlement Fund, maintained

as an Escrow Account established by the Class Action Settlement Administrator (“Initial Administration Payment”).

- b. Within thirty (30) calendar days of the Effective Date, Defendant shall pay the remainder of the \$1,450,000 into the Escrow Account established by the Class Action Settlement Administrator (“Remaining Fund Payment”). The Remaining Fund Payment shall be used to pay the remaining Administration Costs, all other Settlements Costs (including any fees and cost award awarded by the Court to Class Counsel), all Service Awards and all Cash Settlement Awards to Settlement Class Members who elect to receive a Cash Settlement Award as opposed to a Gift Card Settlement Award. Subject to Court approval and oversight, the account receiving the Cash Settlement Fund shall be an interest-bearing account mutually agreed to by the Parties and controlled by the Class Action Settlement Administrator. Any interest earned on any amounts in the account shall be allocated to pay Settlement Costs. In no event shall Defendant be responsible for any payment, fees, or costs other than the Settlement Cash Fund of \$1,450,000 and the gift cards issued in accordance with the terms of this Agreement.
- c. All funds held by the Class Action Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement. All funds held by the Class Action Settlement Administrator shall be deemed a “qualified settlement fund” within the meaning of the

United States Treasury Reg. § 1.46B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's counsel, Plaintiffs and/or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Escrow Account. Defendant and Defendant's Counsel and Plaintiffs and Plaintiffs' Counsel shall have no liability or responsibility for any of the Taxes and make no representations as to the taxability of any portions of the Cash Settlement Awards to any Settlement Class Member, including Plaintiffs. The Escrow Account shall indemnify and hold Defendant and Defendant's counsel and Plaintiffs and Plaintiffs' Counsel harmless for any Taxes (including, without limitation, Taxes payable by reason of any such indemnification). The Class Action Settlement Administrator shall prepare, send, file, and furnish all tax information reporting forms as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations, including Form 1099s. The Parties agree to cooperate with the Class Action Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. All interest on the funds in the

Cash Settlement Fund shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Class Action Settlement Administrator. The Class Action Settlement Administrator is responsible for payment of all taxes and interest in the Cash Settlement Fund.

2. Distribution of Net Cash Settlement Fund. The Net Cash Settlement Fund is the Cash Settlement Fund less the amount of all Settlement Costs, and in no event will Defendant be obligated to pay in cash more than the Cash Settlement Fund. At the expiration of the Claims Period, Settlement Class Members who elect to receive a Cash Settlement Award and submit a valid Claim Form shall receive a cash payment up to \$29.25. If there is cash remaining in the Net Cash Settlement Fund, the excess funds will be distributed to either Feeding America or Hunger Initiative as a cy pres award (subject to approval by the Court). If there are not sufficient funds in the Net Cash Settlement Fund to award each Settlement Class Member \$29.25, the Net Cash Settlement Fund shall be distributed on a pro rata basis to those class members electing a Cash Settlement Award.

F. Compensation to the Settlement Class through Gift Card Settlement Awards.

1. Gift Card Settlement Award. Settlement Class Members who elect to receive a Gift Card Settlement Award and submit a valid Claim Form shall receive an electronic gift card with a balance up to \$29.25. Class Members will be charged sales tax on food items redeemed with a Gift Card; however, no additional purchase shall be necessary to use the Gift Card. If it is not possible to issue Gift Card Settlement Awards to all class members who seek a Gift Card Settlement Award within the Redemption Limit

discussed *infra*, the balance of the Gift Card Settlement Awards issued to class members seeking Gift Card Settlement Awards will be adjusted downward proportionally. If a Participating Settlement Class Member fails to choose between a Cash Settlement Award and a Gift Card Settlement Award, or chooses both a Cash Settlement Award and a Gift Card Settlement Award, that claimant will be deemed to have selected a Cash Settlement Award.

2. Redemption Limit. The total gift cards issued to Settlement Class Members shall not exceed Two Million and Nine Hundred and Fifty Thousand Dollars (\$2,950,000 USD) in retail value. Defendant shall have no obligation to honor any claims of reimbursement made by Settlement Class Members once Defendant has issued Two Million and Nine Hundred and Fifty Thousand Dollars (\$2,950,000 USD) in retail value worth of gift cards in the aggregate to the Settlement Class Members who elect to receive a Gift Card Settlement Award.

G. Final Tally. Within seven (7) calendar days after the close of the Claim Period, the Class Action Settlement Administrator shall provide the Parties with the number of valid and timely Claims received, and the apportionment between Settlement Class Members who requested Cash Settlement Awards and Settlement Class Members who requested Gift Card Settlement Awards.

H. Remediation. In April and October 2021, CFA revised the disclosures on its Chick-fil-A® One App and Website respectively to state expressly that menu prices may be higher for delivery orders and added the following language: “Menu prices for delivery are higher than at restaurant. Delivery fee, order minimums or small order fees, and additional fees apply.” These revised disclosures are presented to consumers on both CFA’s Website and Chick-fil-A® One App

prior to placing an order. Additionally, the following disclosure is also present at checkout, just prior to purchasing food for delivery: “Menu prices for delivery are higher than at restaurant. Delivery fee, order minimums or small order fees, and additional fees apply; see details above.” These disclosures are intended to fairly and adequately inform customers of these food delivery-related charges in compliance with applicable laws. As a material term of this Agreement, CFA agrees to keep these or substantially similar statements in place as long as they are applicable to delivery orders. CFA reserves the right to amend any of these statements from time to time as long as any amended statements similarly advise customers as to the difference in pricing between in-restaurant and delivery menu prices.

I. Attorneys’ Fees/Costs and Class Representative Service Awards.

1. Plaintiffs may move the Court for an award of attorneys’ fees, plus costs, to be paid to Class Counsel solely from the Cash Settlement Fund, which shall be noticed for the same date as the Fairness Hearing and filed at least thirty-five (35) days before the Objection/Exclusion Deadline. Defendant shall not object to Plaintiffs’ request for a fee award so long as the total amount requested for attorneys’ fees does not exceed Eight Hundred and Eighty Thousand Dollars (\$880,000 US), exclusive of litigation costs requested separately to be paid from the Cash Settlement Fund. Court approval of attorneys’ fees and costs, or their amount, will not be a condition of the Settlement. The Parties agree that the Court’s failure to approve, in whole or in part, any award for attorneys’ fees shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination of the Settlement. In addition, Class Counsel shall not be entitled to interest on any fees award.

2. Defendant also agrees not to oppose the request for a Service Award to each Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000 USD) each to be

paid solely from the Cash Settlement Fund, for their participation as Class Representatives, for taking on the risks of litigation, and for Settlement of their individual claims as Settlement Class Members in this Action. Court approval of the Service Awards, or their amount, will not be a condition of the Settlement and the Court's failure to approve Service Awards to any or all of the Class Representatives or the Court's reduction of the Service Awards by any amount shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination of the Settlement. If approved by the Court, the Service Awards for Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega will be paid out of the Cash Settlement Fund. For the avoidance of doubt, Defendant will not be liable for any costs, fees, Service Awards, or any other fees, expenses, or payments beyond the Cash Settlement Fund.

3. The Court approved attorneys' fees shall be paid within forty-five (45) calendar days of the Effective Date. The Class Action Settlement Administrator shall deliver to Kaliel Gold LLP, at the address set forth below, a check payable to "Kaliel Gold LLP Client Trust Account" in the total amount actually awarded by the Court as attorneys' fees, expenses, costs, and Service Awards from the Cash Settlement Fund. Plaintiffs and Class Counsel agree to provide all identification information necessary to effectuate this payment including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form W-9(s).

4. Except for the fees and costs to be paid to Class Counsel and Plaintiffs as specifically provided in this subsection H and elsewhere in this Agreement, Defendant does not agree to pay and shall not be responsible or liable for the payment or allocation of any attorneys' fees and expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or

in connection with any claim that was or could have been alleged in the Action, including in each of the *Mayheu* Action, *Pittman* Action, *Ukperere* Action, *Goldstein* Action and *Ortega* Action.

V. NOTICE TO THE SETTLEMENT CLASS

The Class Action Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Deadline.

A. Electronic Mail Notice. The Class Action Settlement Administrator shall provide direct Electronic Mail Notice to all Settlement Class Members, using the email addresses provided by Defendant from its business records. The Parties will agree on the form of Electronic Mail Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement. The Electronic Mail Notice will include a direct hyperlink to the Claim Form.

B. Website Notice. The Class Action Settlement Administrator will establish and maintain the Settlement Website ([e.g. www.deliveryfeesettlement.com](http://www.deliveryfeesettlement.com)). The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms, and instructions on how to access the case through the court's electronic filing system or in person at any of the court's locations. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's e-Odyssey site to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain at least until Final Approval. The Settlement Website shall not include any advertising for either

Defendant or Class Counsel and shall not bear or include CFA's logo or trademarks. The Settlement Website shall include an option for persons to email the Administrator with questions.

VI. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must: (1) clearly identify the case name and number; and (2) be submitted to the Class Action Settlement Administrator at the addresses listed in the Class Notice. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within five (5) calendar days of the Objection/Exclusion Deadline. Settlement

Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least fourteen (14) calendar days (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to request exclusion or “opt out” of this Settlement must submit a written statement to the Class Action Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (1) state the Settlement Class Member’s name, address, and phone number; (2) be personally signed by the Settlement Class Member and not the Settlement Class Member’s attorney or anyone acting on the Settlement Class Member’s behalf; and (3) include the statement “I/we request to be excluded from the class settlement in [TBD]. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member’s opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Class Action Settlement Administrator within five (5) calendar days of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final

judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. A Settlement Class Member who does not timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of this Agreement, including the release of the Released Claims.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 10,000 persons in the Settlement Class.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

VII. PRELIMINARY APPROVAL OF SETTLEMENT

Within 30 days following full execution of this Agreement, Plaintiffs will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (1) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (2) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (3) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and O.C.G.A. § 9-11-23; (4) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice

Deadline; (5) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (6) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (7) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (8) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action (and specifically the Stayed Actions in their entirety) except those related to effectuation of the Settlement; (9) schedule the Fairness Hearing on Final Approval of the Settlement, which shall be one hundred and eighty (180) days after Preliminary Approval (or such other date ordered by the Court); and (10) providing that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms and the Effective Date does not occur, this 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, this 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 this Agreement. In the event the Court does not enter the Preliminary Approval order described herein, or decides to do so only with material modifications not acceptable to either Party, then this entire Agreement shall become

null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

VIII. FINAL APPROVAL OF SETTLEMENT

Not later than 60 days before the Fairness Hearing, Class Counsel shall file a Motion for Final Approval of the Settlement, the form of which will be agreed to by Defendant. Plaintiffs shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (1) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (2) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (3) approve the plan of distribution of the compensation to the Settlement Class Members; (4) finally certify the Settlement Class; (5) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (6) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties and the Settlement Funds for the purpose of enforcement of the terms of this Agreement. If the Settlement is not finally approved by the Court, the Parties agree that Plaintiffs will withdraw the consolidated amended complaint in the *Mayheu* Action, and Plaintiffs will move to lift the stay of proceedings in Stayed Actions and proceed with litigation in the separate class actions.

IX. DISMISSAL OF STAYED ACTIONS

Within five (5) days of the Effective Date, Plaintiffs will file a notice of dismissal with prejudice in each of the Stayed Actions.

X. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that it will not attempt to discourage Settlement Class Members from filing Claims.

XII. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a Settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, including without limitation, be inadmissible in evidence in any proceeding in order to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XIII. NOTICES

For The Class	For Defendant
Jeffrey D. Kaliel KALIELGOLD PLLC 1100 15 th Street NW, 4th Floor Washington, D.C. 20005	Lindsey Mann TROUTMAN PEPPER HAMILTON SANDERS LLP 600 Peachtree Street, NE, Suite 3000 Atlanta, GA 30308

XIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XIV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are extinguished.

XVI. PUBLIC STATEMENTS

The Parties and their counsel shall issue no public statements and shall make no comments to media or press with respect to the Action or the Agreement at any time (including but not limited

to press releases via PR Newswire), except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that represent or suggest any wrongdoing by Defendant, or that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

XVII. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section “Non-Evidentiary Use” shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVIII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member’s Settlement Award was improperly calculated or adjusted.

XIX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both: (1) signed by the Parties who have executed this Agreement; and (2) approved by the Court.

XX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this

Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XXI. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Georgia, irrespective of the State of Georgia's choice of law principles.

XXII. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIII. CONFIDENTIALITY

Class Counsel and Plaintiffs' counsel of record in the Action warrant and represent that they have not shared any information regarding this Settlement or confidential information learned in the Action with any third-party, beyond what was permitted under the stipulated protective order in the Action. Class Counsel and Plaintiffs' counsel of record in the Action warrant and represent that they will not in the future share any confidential information learned in the Action with any third parties and will continue to abide by the terms of the stipulated protective order in the Action.

XXIV. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXV. SETTLEMENT TIMELINE

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

Item	Deadline
Filing of Motion for Preliminary Approval	Within one month of Executing Settlement Agreement
Initial Administration Payment	14 days after Preliminary Approval
Notice Deadline/Notice Date	30 days after Preliminary Approval
Objection/Exclusion Deadline	90 days after Preliminary Approval
Motion for Final Approval and for Attorneys' Fees and Service Awards	120 days after Preliminary Approval
Deadline to File Claims	14 days prior to Fairness Hearing
Final Tally	7 days prior to Fairness Hearing
Fairness Hearing	150 days after Preliminary Approval (or such other date set by the Court)
Effective Date	As defined herein
Remaining Fund Payment	30 days after Effective Date
Distribution of Attorneys' Fees and Service Awards	45 days after Effective Date
Distribution of Settlement Awards	60 days after Effective Date
Post-Distribution Accounting	21 days after distribution of Settlement Awards

XXVI. COUNTERPARTS

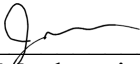
This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[Signatures on following page.]

CLASS REPRESENTATIVES AND CLASS COUNSEL:


Dated: July 7, 2023

By: 
Jan Mayheu, individually and on behalf
of the Settlement Class


Dated: July , 2023

By: _____
Aneisha Pittman, individually and on
behalf of the Settlement Class

Dated: July 7, 2023

By: 
Susan Ukpere, individually and on
behalf of the Settlement Class

Dated: July 7, 2023

By: 
Ron Goldstein, individually and on
behalf of the Settlement Class

Dated: July , 2023

By: _____
Ronald Ortega, individually and on
behalf of the Settlement Class

Dated: July , 2023

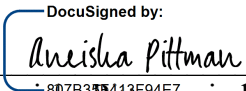
Kaliel Gold LLP
By: _____
Jeffrey D. Kaliel
Attorney for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

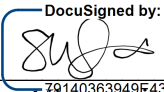
Dated: July ____, 2023

By: _____
Jan Mayheu, individually and on behalf
of the Settlement Class

Dated: July ____, 2023
7/7/2023

By: 
Aneisha Pittman, individually and on
behalf of the Settlement Class

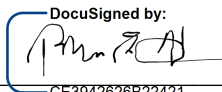
Dated: July ____, 2023
7/7/2023

By: 
Susan Ukpere, individually and on
behalf of the Settlement Class

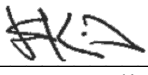
Dated: July ____, 2023

By: _____
Ron Goldstein, individually and on
behalf of the Settlement Class

Dated: July ____, 2023
6/30/2023

By: 
Ronald Ortega, individually and on
behalf of the Settlement Class

Dated: July 1, 2023

Kaliel Gold LLP
By: 
Jeffrey D. Kaliel
Attorney for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: July 7, 2023

Chick-fil-A, Inc.

DocuSigned by:
By: Lynette Smith
Lynette Smith
EVP, Chief Legal Officer

Dated: July 7, 2023

Troutman Pepper Hamilton Sanders LLP

DocuSigned by:
By: Lindsey B. Mann
Lindsey B. Mann
Attorney for Defendant

EXHIBIT A

Mayheu v. Chick-fil-A, Inc.

Case No.: 2022CV365400

[Home](#) [FAQs](#) [Documents](#) [Submit a Claim](#) [Contact](#)

Submit a Claim - Claim Instructions

If you made a Chick-fil-A delivery order through the Chick-fil-A® App or website during the Class Period from a Chick-fil-A location in **California, Florida, Georgia, New Jersey, or New York** between November 1, 2019, and April 30, 2021, then you are a Class Member and may be entitled to relief. Class Members must submit a Claim no later than Month XX, 202X. Claim Forms submitted after the deadline will be deemed untimely and may not be accepted.

If you are a Class Member and you submit a timely and valid Claim Form, under the Settlement's terms you may be eligible to receive either a Cash Settlement Award or a Gift Card Settlement Award.

- Eligible Settlement Class Members who elect to receive a Cash Settlement Award will receive a cash payment up to \$29.25.
- Eligible Settlement Class Members who elect to receive a Gift Card Settlement Award will receive a Chick-fil-A, Inc. e-gift card with a balance up to \$29.25. Sales tax will be charged on food items redeemed with the Chick-fil-A, Inc. e-gift card.

Please note that the amounts could be adjusted downward proportionally depending on the number of claims received and award types elected.

Before you complete your Claim Form, please carefully review the [Frequently Asked Questions](#) page of this website and the Long-Form Notice.

To start the claim submission process, please provide the Unique ID you received with your email Notice from the Settlement Administrator. Once entered, you will be taken to the Subclass Claim Form in which you are eligible. If you lost or did not receive your Notice, you may contact the Settlement Administrator to obtain your Unique ID.

Please enter your Unique ID and click the button below to get started.

Start Your Claim

[Where can I find my Unique ID?](#)

Remember: All Claim Forms must be submitted online no later than 11:59 p.m. PST on MONTH XX, 202X.

Mayheu v. Chick-fil-A, Inc.

Case No.: 2022CV365400

[Home](#)

[FAQs](#)

[Documents](#)

[Submit a Claim](#)

[Contact](#)

Submit a Claim

Contact Information:

Contact Information:

First Name:

Middle Initial:

Last Name:

Address Line 1:

Address Line 2:

City:

State:

ZIP Code:

Phone Number:

Email Address:

Please Note: The email address provided above will be used for all communication regarding your Claim Form submission. You will also receive an email after Final Approval if your Claim Form is deemed eligible, prompting you to select how you'd like to be paid if you elect a Cash Settlement Award or you will receive your Gift Card Settlement code.

Award Election:

I wish to receive the following Settlement Award (only one may be selected):

[I wish to receive a Cash Settlement Award](#)

I wish to receive a Gift Card Settlement Award

Certification:

By checking this box, I certify that I wish to participate in the class action Settlement *Jan Mayheu v. Chick-fil-A, Inc.*, Case No. 2022CV365400, as a Class Member and am a member of either the California Settlement Subclass, Florida Settlement Subclass, Georgia Settlement Subclass, New Jersey Settlement Subclass, or New York Settlement Subclass. If the Settlement is approved, a *pro rata* Settlement Award will be issued as a digital payment to the email address provided.

Submit

EXHIBIT B

Superior Court of Fulton County, Georgia

If you made a food delivery order through Chick-fil-A, Inc.'s Chick-fil-A® App or website between November 1, 2019 and April 30, 2021, you may be entitled to an award from a class action settlement.

A state court has authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been reached to resolve a class action lawsuit against Chick-fil-A, Inc. (“Chick-fil-A” or “Defendant”), relating to allegations that Chick-fil-A made false or misleading representations regarding delivery fees and menu prices for delivery orders.
- Chick-fil-A denies these allegations and denies any wrongdoing. The Court has not decided who is right.
- You are a Settlement Class Member if you made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021, from a Chick-fil-A location in the states of California, Florida, Georgia, New Jersey, or New York. As a Settlement Class Member, you can file a Claim to receive a Cash Settlement Award up to \$29.25 or a Gift Card Settlement Award up to \$29.25. The Settlement creates five Subclasses:

California Settlement Subclass – all Settlement Class Members who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of California.

Florida Settlement Subclass – all Settlement Class Members who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of Florida.

Georgia Settlement Subclass – all Settlement Class Members who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of Georgia.

New Jersey Settlement Subclass – all Settlement Class Members who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of New Jersey.

New York Settlement Subclass – all Settlement Class Members who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of New York.

- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

YOUR RIGHTS AND CHOICES		DEADLINE
Submit a Claim Form	The only way to get a Cash Settlement Award or a Gift Card Settlement Award is to submit a Claim Form.	Submit a Claim Form: Month Day, 20YY
Exclude Yourself	Get no Cash Settlement Award or Gift Card Settlement Award and keep any right to file your own lawsuit against Chick-fil-A about the legal claims in this lawsuit.	Submit an Exclusion: Month Day, 20YY
Object	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form for a Cash Settlement Award or a Gift Card Settlement Award.	File an Objection: Month Day, 20YY
Attend a Hearing	Ask to speak to the Court about the fairness of the Settlement.	File a Notice of Appearance: Month Day, 20YY
Do Nothing	Get no Cash Settlement Award or Gift Card Settlement Award. Give up legal rights.	

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxx.com

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement. Cash Settlement Awards and Gift Card Settlement Awards will be sent if the Court approves the Settlement, after appeals are resolved.

BASIC INFORMATION

1. Why should I read this Notice?

If you made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021, from a Chick-fil-A location in the states of California, Florida, Georgia, New Jersey, or New York, you are a Settlement Class Member and may be entitled to receive a Cash Settlement Award up to \$29.25 or a Gift Card Settlement Award up to \$29.25 if you file a Claim.

A Court authorized this Notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Mayheu et al. v. Chick-fil-A Inc., Superior Court of Fulton County, Georgia, Case No. 2022CV365400* and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Craig Schwall of the Superior Court of Fulton County, Georgia is overseeing this lawsuit. The people who sued are called the “Plaintiffs.” Chick-fil-A, Inc. (“Chick-fil-A”) is the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that Chick-fil-A made false or misleading representations regarding its delivery fees and menu prices for its delivery orders between November 1, 2019 and April 30, 2021. You can get complete details regarding these allegations in the *Consolidated Complaint* available at the settlement website www.xxxxxxxxxx.com. Chick-fil-A denies these allegations and denies any wrongdoing. The Court has not decided who is right. The Parties have agreed to a Settlement.

3. Why is the lawsuit a class action?

In a class action, one or more people called “Class Representatives” (in this case, Plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega) sued on behalf of themselves and other people with similar legal claims. Together, all the people with similar legal claims (except those who exclude themselves) are members of a “Settlement Class.”

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Chick-fil-A. Instead, both sides have agreed to the Settlement to avoid the costs and uncertainty of a trial; if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Chick-fil-A did anything wrong. Chick-fil-A denies all legal claims in this case and denies any wrongdoing. Plaintiffs and their lawyers think the proposed Settlement is best for everyone affected.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you must first determine if you are a Settlement Class Member.

5. Am I part of the Settlement?

You are a Settlement Class Member if you made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021, from a Chick-fil-A location in California, Florida, Georgia, New Jersey, or New York. The Settlement creates the following five Subclasses:

- “California Settlement Subclass” refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of California.
- “Florida Settlement Subclass” refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of Florida.
- “Georgia Settlement Subclass” refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of Georgia.
- “New Jersey Settlement Subclass” refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of New Jersey.
- “New York Settlement Subclass” refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website from a Chick-fil-A location in the State of New York.

This Settlement does not extend to Chick-fil-A delivery orders made through third party apps and websites (including, for example, through DoorDash).

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

As a Settlement Class Member, you can file a Claim to receive either a Cash Settlement Award or a Gift Card Settlement Award up to \$29.25. You will have the option to select to receive either a Cash Settlement Award or a Gift Card Settlement Award when you file a Claim.

Cash Settlement Award – Settlement Class Members who submit a valid Claim Form and elect to receive a Cash Settlement Award will receive a cash payment up to \$29.25.

The Settlement creates a “Cash Settlement Fund” of \$1,450,000 USD. The Fund will first be used to pay the Settlement costs of the Notice Plan, including payments to class representatives and attorneys’ fees and litigation costs, and the Claims Process, including exclusions and objections. The Fund will then be used to pay any other remaining Settlement Costs. The remaining amount of the Net Settlement Fund will then be used to pay Cash Settlement Awards to Settlement Class Members.

If there is cash remaining in the Net Cash Settlement Fund after Cash Settlement Awards have been paid, the excess funds will be distributed to either Feeding America or Hunger Initiative as a *cy pres* award (subject to approval by the Court). If there are not sufficient funds in the Net Cash Settlement Fund to award each Settlement Class Member \$29.25, the Net Cash Settlement Fund will be distributed on a *pro rata* basis (a legal term meaning equal share) to those Settlement Class Members who elect to receive a Cash Settlement Award.

Gift Card Settlement Award – Settlement Class Members who submit a valid Claim Form and elect to receive a Gift Card Settlement Award will receive an electronic Chick-fil-A, Inc. e-gift card with a balance up to \$29.25. The Chick-fil-A e-gift cards are issued by CFA Servco, Inc. (“Servco”), an affiliate of Chick-fil-A. The e-gift cards may be redeemed at any participating Chick-fil-A restaurant in the United States. The e-gift cards are not accepted at all Chick-fil-A Express™ or Chick-fil-A licensed locations such as airports, college campuses, office complexes, and hospitals unless such locations have been approved by Servco to accept Chick-fil-A Gift Cards for redemption. For a list of licensed locations that accept Chick-fil-A e-gift cards, please visit www.chick-fil-a.com/giftcards.

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

Chick-fil-A e-gift cards are not currently redeemable in Puerto Rico. The e-gift cards are non-reloadable. A gift card balance may be checked at participating Chick-fil-A restaurants in the United States or by calling 1-888-232-1864. After redemption, the remaining balance, if any, will be printed on your receipt. A gift card balance may be transferred to a Chick-fil-A One member's digital gift card available through the Chick-fil-A App. Servco reserves the right to replace lost, stolen, or damaged Chick-fil-A e-gift cards solely at its discretion. Chick-fil-A e-gift cards are not subject to any expiration dates or any issuance, activation or dormancy fees. The e-gift cards are not redeemable for cash except as required by applicable law. By electing to receive a Chick-fil-A e-gift card, Settlement Class Members agree to accept these terms and conditions. Settlement Class Members may be charged sales tax on Chick-fil-A, Inc. e-gift card redemption transactions in accordance with applicable law; however, no additional purchase will be necessary to use the Chick-fil-A, Inc. e-gift card. The Gift Card Settlement Awards will be paid separate from the Net Cash Settlement Fund. The total value of the Chick-fil-A, Inc. e-gift cards issued to Settlement Class Members will not exceed \$2,950,000 USD in retail value.

If it is not possible to issue Gift Card Settlement Awards of \$29.25 to all Settlement Class Members who elect to receive a Gift Card Settlement Award, the balance of the Gift Card Settlement Awards issued to Settlement Class Members electing to receive a Gift Card Settlement Award will be adjusted downward proportionally.

HOW TO GET BENEFITS FROM THE SETTLEMENT

7. How can I get my Cash Settlement Award or Gift Card Settlement Award?

If you are a Settlement Class Member, you must fill out and submit a Claim Form to qualify for a Cash Settlement Award or a Gift Card Settlement Award. You can easily file your Claim at www.xxxxxxxxxx.com or by mail to the Class Action Settlement Administrator. The completed Claim Form must be submitted online or mailed, **postmarked by Month Day, 20YY**.

Upon receiving a completed Claim Form, the Class Action Settlement Administrator will review and confirm or deny your eligibility for a Cash Settlement Award or a Gift Card Settlement Award. If the Settlement is approved, Settlement Class Members who file a valid Claim Form will receive an email regarding how to receive a digital payment for the Cash Settlement Award or the digital Gift Card Settlement Award.

8. When will I receive my Cash Settlement Award or Gift Card Settlement Award?

The Court will hold a hearing on **Month Day, 20YY**, at **_:___.m.** (subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will *not* receive your Cash Settlement Award or Gift Card Settlement Award until any appeals are resolved. Please be patient.

9. What else does the Settlement provide?

In April and October 2021, Chick-fil-A revised the disclosures on its Chick-fil-A® App and Website respectively to state expressly that menu prices may be higher for delivery orders and that certain fees may apply. These disclosures are presented to consumers on both the Chick-fil-A® App and Chick-fil-A website prior to placing an order.

Also, the following disclosure is also present at checkout, just prior to purchasing food for delivery: "Menu prices for delivery are higher than at the restaurant. Delivery fee, order minimums or small order fees, and additional fees apply; see details above."

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

These disclosures are intended to fairly and adequately inform customers of these food delivery-related charges. Chick-fil-A agrees to keep these or substantially similar statements in place as long as they are applicable to delivery orders.

Chick-fil-A reserves the right to amend any of these statements from time to time as long as any amended statements similarly advise customers as to the difference in pricing between restaurant and delivery menu prices.

10. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Chick-fil-A about the legal issues in this lawsuit, including any existing lawsuit, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments made by the Court will bind you. If you file a Claim Form for a Cash Settlement Award or a Gift Card Settlement Award or do nothing at all, you will be releasing Chick-fil-A from all of the legal claims described and identified in Section IV.B of the Settlement Agreement.

The Settlement Agreement is available at www.xxxxxxxxxx.com. The Settlement Agreement provides more details regarding the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the Class Counsel, the lawyers representing the Settlement Class listed in Question 11 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has appointed lawyers from the law firms Shamis & Gentile, P.A., of Miami, FL and KanielGold PLLC, of Washington, D.C. to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

Class Counsel:

Andrew J. Shamis
SHAMIS & GENTILE, P.A.
14 NE 1st Ave., Suite 705
Miami, FL 33132

Jeffrey D. Kaniel
KALIELGOLD PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005

12. How will the Class Counsel lawyers be paid?

The Class Counsel lawyers will ask the Court for an award of attorneys' fees not to exceed \$880,000 USD, plus litigation costs that the Class Counsel lawyers will request separately. If approved by the Court, these attorneys' fees and litigation costs will be paid out of the Cash Settlement Fund.

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

Class Counsel will also ask the Court for a Service Award to each Class Representative in an amount not to exceed \$5,000 USD each, for their participation as Class Representatives, for taking on the risks of the lawsuit, and for Settlement of their individual legal claims as Settlement Class Members in this lawsuit. If approved by the Court, the Service Awards will be paid out of the Cash Settlement Fund.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a Cash Settlement Award or a Gift Card Settlement Award, and you want to keep your right to sue or continue to sue Chick-fil-A on your own about the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called “excluding yourself”—or “opting out” of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written “Request for Exclusion” that includes:

- Your name, address, and telephone number;
- Your personal signature and not a signature of your lawyer or anyone acting on your behalf; and
- The statement “I/we request to be excluded from the class Settlement in *Mayheu et al. v. Chick-fil-A Inc., Superior Court of Fulton County, Georgia, Case No. 2022CV365400.*”

You must mail your Request for Exclusion **postmarked** by **Month Day, 20YY** to:

Chick-fil-A, Inc. Delivery Fee Settlement Exclusions
P.O. Box xxxx
Portland, OR 97xxx-xxxx

If you do not follow these procedures and meet the deadline, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights in this lawsuit will be determined by the Settlement Agreement if it receives final approval from the Court.

14. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself, you cannot receive a Cash Settlement Award or a Gift Card Settlement Award. However, you may sue, continue to sue, or be part of a different lawsuit against Chick-fil-A about the legal issues in this lawsuit.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

15. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Cash Settlement Awards or Gift Card Settlement Awards will be sent out and the lawsuit will continue.

To object to the Settlement, you must do so in writing and your objection must be **postmarked** by **Month Day, 20YY**. Your objection and any supporting papers must (a) clearly identify the case name and number (*Mayheu et al. v. Chick-fil-A Inc., Superior Court of Fulton County, Georgia, Case No.*

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

2022CV365400); and (b) be submitted to the Class Action Settlement Administrator at the following address:

Chick-fil-A, Inc. Delivery Fee Settlement Objections
P.O. Box xxxx
Portland, OR 97xxx-xxxx

Written objections must include:

- Your full name, address and telephone number;
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether you intend to appear at the Fairness Hearing;
- Proof of membership in the Settlement Class;
- A list of all objections filed by you, the objector and your lawyer to any and all class action settlements in the last ten years; and
- Your signature and the signature of your lawyer, if any.

If you file a timely objection it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing for the Court to consider your objection.

If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the lawsuit.

YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING

The Court will hold a “Fairness Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at : a.m/p.m. on **Month Day, 20YY**, at the Superior Court of Fulton County, Georgia, located at 185 Central Ave, S.W., Atlanta, Georgia 30303, in Courtroom 5E.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys’ fees and costs. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

Note: The date and time of the Fairness Hearing are subject to change by Court Order. Any change will be posted at www.xxxxxxxxxx.com. You should check this website to confirm that the date and/or time have not changed.

18. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer all questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the Fairness Hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must include in your objection a statement of whether you intend to appear at the Fairness Hearing. You must also provide all other information required to object to the Settlement (Question 15 above).

YOUR RIGHTS – DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will be part of the Settlement Class, and you will *not* get a Cash Settlement Award or a Gift Card Settlement Award from the Settlement. Unless you exclude yourself, you will not be permitted to continue to assert Released Claims in any other lawsuit against Chick-fil-A about the legal issues in this case, ever again.

GETTING MORE INFORMATION

21. Are there more details available about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.xxxxxxxxxx.com, or by contacting Class Counsel at the address listed in response to Question 11 above.

22. How do I get more information?

You can call toll-free 1-xxx-xxx-xxxx, write to Chick-fil-A Delivery Fee Settlement, P.O. Box xxxx, Portland, OR 97xxx-xxxx; or go to www.xxxxxxxxxx.com, where you will find answers to common questions about the Settlement, the Settlement Agreement, the Motion for Preliminary Approval and Class Counsel's request for attorneys' fees and expenses (once it is filed), and other important documents in the case.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE
REGARDING THIS NOTICE.**

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

CLAIM FORM

Please read the Full Notice (available at www.WEBSITE.com) carefully before filling out this form.

YOUR INFORMATION

First Name:

MI:

Last Name:

Mailing Address:

City:

State:

ZIP Code:

Email Address:

Phone Number:

Please also provide the Unique ID you received with your email Notice from the Settlement Administrator. If you lost or did not receive your Notice, you may contact the Settlement Administrator to obtain your Unique ID.

SETTLEMENT AWARD ELECTION (Select Only One)

Cash Settlement Award: I wish to receive cash payment of up to \$29.25.

Gift Card Settlement Award: I wish to receive a Chick-fil-A, Inc. e-gift card with a balance of up to \$29.25.

If your Claim Form is deemed valid and complete, a payment notification will be issued to the email address provided. If a Cash Settlement Award is elected, the notification will prompt you to select how you would like to be paid (electronic payment through a service such as PayPal or Venmo). If a Gift Card Settlement Award is elected, payment via a Chick-fil-A, Inc. e-gift card code will be issued to the email address provided. You must provide an email address to receive a Settlement Award.

Please note that the amounts could be adjusted downward proportionally depending on the number of claims received and award types elected.

VERIFICATION

I certify that I wish to participate in the class action Settlement *Jan Mayheu v. Chick-fil-A, Inc.*, Case No. 2022CV365400, as a Class Member and am a member of either the California Settlement Subclass, Florida Settlement Subclass, Georgia Settlement Subclass, New Jersey Settlement Subclass, or New York Settlement Subclass. If the Settlement is approved, a *pro rata* Settlement Award will be issued digitally to the email address provided.

Signature:

Date:

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxx.com

EXHIBIT B

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

JAN MAYHEU, on behalf of herself and all
others similarly situated,

Plaintiffs,

v.

CHICK-FIL-A, INC.,

Defendant.

CASE NO. 2022CV365400

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS AND
SETTLEMENT SUBCLASSES**

WHEREAS, Plaintiffs, on behalf of themselves and the Settlement Class, have applied for an order, pursuant to O.C.G.A. § 9-11-23(e), preliminarily approving the Class Action Settlement Agreement (the “Agreement”) entered into between Plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega, and Defendant Chick-fil-A, Inc., dated July 7, 2023, and the Court having reviewed the Agreement as submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”); and

WHEREAS, this Preliminary Approval Order incorporates the Agreement, and its exhibits, and the capitalized terms used herein shall have the same meanings as those used and defined in the Agreement, as submitted to the Court an exhibit to the Motion for Preliminary Approval.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Court finds that the Agreement resulted from extensive arm’s-length negotiations with the assistance of a neutral mediator after the Parties’ counsel had investigated

the claims, litigated them, and became familiar with the strengths and weaknesses of the case. The Settlement appears not to be collusive, has no obvious defects, and at this stage appears sufficiently within the range of being fair, reasonable, and adequate for the Settlement Class members to warrant giving Notice of the Settlement to them and holding a Fairness Hearing. As such, the Settlement, on the terms and conditions stated in the Agreement, is preliminarily approved by this Court.

2. For purposes of Settlement, and conditioned upon the Settlement receiving Final Approval following, this Court hereby conditionally certifies the following Settlement Class and Settlement Subclasses:

Settlement Class means all persons who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the States of California, Florida, Georgia, New Jersey, or New York.

The **Georgia Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of Georgia.

The **Florida Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of Florida.

The **New York Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of New York.

The **New Jersey Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of New Jersey.

The **California Settlement Subclass** refers to all members of the Settlement Class who made a Chick-fil-A delivery order through the Chick-fil-A® App or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A location in the State of California.

The Class Period is the period from November 1, 2019, through April 30, 2021.

3. Excluded from the Settlement Class are Defendant, its parents, subsidiaries, affiliates, officers, and directors; all Settlement Class Members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

4. The Court finds that the Settlement Class satisfies the requirements of O.C.G.A. § 9-11-23(a) and (b)(3) in that: (a) the number of members of the Settlement Class are so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class Members; (d) Plaintiffs are adequate representatives of the Settlement Class and they have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. For purposes of the Settlement only, the Court finds and determines that Plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action and appoints them as the Class Representatives.

6. For purposes of the Settlement only, the Court appoints as Class Counsel, Andrew J. Shamis and Edwin E. Elliott of Shamis & Gentile, P.A., Jeffrey D. Kaliel of Kaliel Gold PLLC, and Scott Edelsberg of Edelsberg Law, P.A.

7. Epiq is appointed as the Class Action Settlement Administrator. The Class Action Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Class Action Settlement Administrator.

8. Having reviewed the proposed Notice plan, including the Electronic Mail Notice and Long Form Notice submitted by the Parties as Exhibits A and B to the Agreement, the Court approves, as to form and content, such Notices for the purpose of notifying the Settlement Class as to the proposed Settlement and all their rights thereunder, as well as the date and time of the Fairness Hearing. The Notices contain all of the essential elements necessary to satisfy the requirements of Georgia law, including the Georgia Civil Practice Act and state due process provisions, including the class definitions, the identities of the Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding opt-out procedures and deadlines, how to submit a Claim Form, and the date and location of the Fairness Hearing.

9. The Court directs the Class Action Settlement Administrator to cause a copy of the Electronic Mail Notice to be sent to Settlement Class Members in accordance with the Notice plan. The Notice plan shall be completed before the filing of the motion for Final Approval.

10. The Electronic Mail Notice and Long Form Notice shall be updated by Class Counsel and Defendant to include the correct dates and deadlines in the Notice before the Notice plan commences, based upon those dates and deadlines set by the Court herein. The Court finds and determines that the Electronic Mail Notice and Long Form Notice constitutes the best notice practicable under the circumstances, constitutes due and sufficient notice of the matters set forth in the Notices to all persons entitled to receive such Notices, and fully satisfies the requirements of due process, the Georgia Civil Practice Act, including O.C.G.A. § 9-11-23(c)(2), and all other applicable law and rules.

11. The Claim Form and Claim Process are approved. All Claim Forms must be submitted to the Class Action Settlement Administrator no later than .

12. Any person falling within the definition of the Settlement Class may, upon request, opt-out from the Settlement. In the event a Settlement Class Member requests exclusion from and not to be bound by the Agreement, that member must mail a written request for exclusion to the Class Action Settlement Administrator, postmarked no later than the last day of the Objection/Exclusion Deadline. The request must (1) include the Settlement Class Member's name, address, and phone number; (2) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (3) include the statement "I/we request to be excluded from the class Settlement in *Mayheu et al. v. Chick-fil-A Inc.*, Superior Court of Fulton County, Georgia, Case No. 2022CV365400." Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. A Settlement Class Member who does not timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of the Agreement, including the release of the Released Claims.

13. Any Settlement Class Member who wishes to object to the Settlement, Class Counsel's application for attorneys' fees and costs, or Service Awards for the Class Representatives, or to appear at the Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a final judgment should not be entered thereon, may do so, but must proceed as set forth in this paragraph.

Only a Settlement Class Member may file an objection. No Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. To be valid, all written objections and supporting papers must: (1) clearly identify the case name and number; and (2) be submitted to the Class Action Settlement Administrator at the addresses listed in the Class Notice. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years; and (8) the signature of the Settlement Class Member and his or her counsel, if any. Class Counsel and/or Defendant may conduct limited discovery on any objector or objector's counsel consistent with the Georgia Rules of Civil Procedure. Class Counsel shall, at least fourteen (14) calendar days before the Fairness Hearing, file any responses to any written objections submitted to the Court by the Settlement Class Members in accordance with the Agreement.

14. The Court will consider all timely objections. The Parties may argue that an objection should be rejected because information required by the above paragraph is omitted. The Court will consider such arguments at the Fairness Hearing on a case-by-case basis. Any member of the Settlement Class who does not provide a timely and written objection shall have waived any objection and shall forever be foreclosed from making any objection to the fairness,

reasonableness, or adequacy of the proposed Settlement, Class Counsel's application for attorneys' fees and costs, and the application for Service Awards for the Plaintiffs as Class Representatives.

15. All pretrial proceedings in this Action (and specifically the Stayed Actions in their entirety) are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

16. Upon the entry of this Order, the Class Representatives and all members of the Settlement Class shall be provisionally enjoined and barred from asserting any of the Released Claims against Defendant and the Released Parties prior to the Court's decision as whether to grant Final Approval of the Settlement.

17. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by Defendant of any liability or wrongdoing by Defendant or any of its affiliates, agents, representatives, vendors, or any other person or entity acting on its behalf with respect to the conduct alleged in the Action or that the case was properly brought as a class action, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief with respect to the conduct alleged in the Action. The Agreement is a Settlement document and shall be inadmissible in evidence in any proceeding in order to establish liability, except for use in an action or proceeding to approve or enforce the Agreement.

18. In the event the proposed Settlement is not approved by the Court, or in the event that the Agreement becomes null and void pursuant to its terms and the Effective Date does not occur, 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. In the event the Court does not enter the Preliminary Approval Order or decides to do so only with material modifications not acceptable to either Party, then the entire Agreement shall become null and void, unless the Parties agree in writing to proceed with the Agreement as modified.

19. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices they jointly agree are reasonable or necessary.

20. The Fairness Hearing shall be held on _____, **2023** at _____ **a.m./p.m.** before the Honorable Craig Schwall in Courtroom 5E in the Superior Court of Fulton County, Justice Center Tower, located at 185 Central Ave, S.W., Atlanta, Georgia 30303, to consider: (a) whether the Settlement should be finally approved as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and O.C.G.A. § 9-11-23; (c) approve the plan of distribution of the compensation to the Settlement Class Members; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the

Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court’s retaining continuing jurisdiction over the Parties and the Settlement Funds for the purpose of enforcement of the terms of this Agreement. The Fairness Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class. The Fairness Hearing may be done virtually by video and/or by telephone, and if so, the Court will advise the Parties in advance of the Fairness Hearing and the Settlement Administrator shall post the call-in instructions on the Settlement Website. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

21. Class Counsel shall file the motion for Final Approval, including application for attorneys’ fees, costs, and for Service Awards for the Class Representatives, no later than 60 days before the Fairness Hearing. The application for attorneys’ fees, costs, and for Service Awards will be heard concurrently with the request for Final Approval.

22. The Court hereby sets the following schedule of events:

Notice Deadline/Notice Date	30 days after Preliminary Approval
Deadline to file Motion for Final Approval and Motion for Attorneys’ Fees, Costs, and Service Awards	120 days after Preliminary Approval
Deadline to File Claims	14 days prior to Fairness Hearing
Objection/Exclusion Deadline	90 days after Preliminary Approval
Fairness Hearing	150 days after Preliminary Approval or such other date available on the Court’s calendar

IT IS SO ORDERED this ___ day of _____, 2023.

HON. CRAIG L. SCHWALL, SR.
SUPERIOR COURT OF FULTON COUNTY

Approved as to Form and Content:

By: */s/ Andrew J. Shamis*
SHAMIS & GENTILE, P.A.
Andrew J. Shamis
(GA Bar No. 49496)
Edwin E. Elliott
14 NE 1st Ave., Suite 705
Miami, Florida 33132
Tel: 305-479-2299
ashamis@shamisgentile.com
edwine@shamisgentile.com

KALIELGOLD PLLC
Jeffrey Kaliel
Sophia Goren Gold
1100 15th St., NW, 4th Floor
Washington, DC 20005
Telephone: (202) 280-4783
jkaliel@kaliellpc.com
sgold@kalielgoldpllc.com

EDELSBERG LAW, P.A.
Scott Edelsberg
20900 NE 30th Ave.
Aventura, FL 33180
Tel: 305-975-3320
scott@edelsberglaw.com

Attorneys for Plaintiffs and the Settlement Class