

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

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

Plaintiff,

v.

CHICK-FIL-A, INC.,

Defendant.

CASE NO. 2022CV365400

Judge Schwall

**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. Kalief of Kalief 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 February 15, 2024.

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 February 29, 2023 at 10:00 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

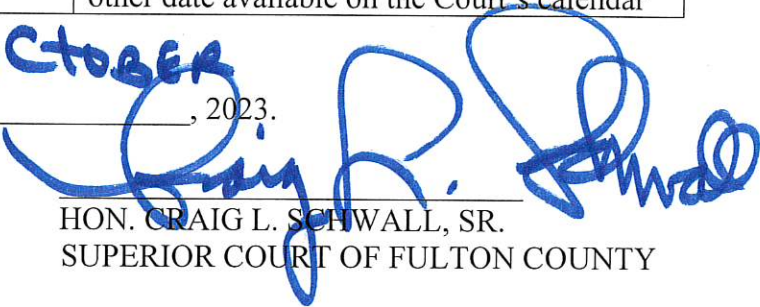
continuing jurisdiction over the Parties and the Settlement Funds for the purpose of enforcement of the terms of this Agreement. The Fairness Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class. The Fairness Hearing may be done virtually by video 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 02 day of OCTOBER, 2023.


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

Approved as to Form and Content:

By: /s/ Andrew J. Shamis
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 (GA Bar No. 49496)

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