

FILED
Superior Court of California
in San Francisco

MAY 01 2018

CLEK OF THE COURT
BY: Cheryl P. Blalock
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 305

SPENCER JANSSEN,
Plaintiff,

v.

SQUARE, INC., a California Corporation
doing business as trycaviar.com; and DOES 1
through 50, inclusive,
Defendant.

No. CGC-16-549980

ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Plaintiff Spencer Janssen (“Class Representative”) and Defendant Square, Inc. (“Defendant”) (collectively, “the Parties”) have entered into the “Stipulation Regarding Settlement of Class Action” (“Stipulation” or “Stipulation and Settlement Agreement”), which, if approved, would resolve this putative class action. The Parties moved for preliminary approval of the settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the Parties as requested by the Court, including the Stipulation and Settlement Agreement and all exhibits thereto, the Court determines and Orders as follows:

1. The Court has jurisdiction over this matter and venue is proper.
2. This Action is provisionally certified as a class action, for settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The

1 Settlement Class is defined as follows:

2 “[A]ll customers (including individuals and business) who ordered and paid for food delivered in
3 California through Caviar’s website (trycaviar.com) or mobile application from January 20, 2012
4 through and including August 31, 2015.”

5 Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the
6 Parties in the event the settlement is not finally approved by this Court or otherwise does not take effect.

7 3. The Court preliminary approves the proposed settlement as within the range of possible
8 final approval.

9 4. The Court preliminary appoints Joshua G. Konecky and Nathan B. Piller of the law firm of
10 Schneider Wallace Cottrell Konecky Wotkyns LLP and Jeremy Pasternak and Deanna Maxfield of the
11 Law Offices of Jeremy Pasternak as Class Counsel.

12 5. The Court preliminary appoints Plaintiff Spencer Janssen as Class Representative for the
13 Settlement Class.

14 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class
15 Representative and Class Counsel fairly and adequately represent and protect the interests of the absent
16 Settlement Class Members.

17 7. The Court approves and appoints Garden City Group (“Garden City”) to serve as the
18 Claims Administrator and directs Garden City to carry out all duties and responsibilities of the Claims
19 Administrator specified in the Stipulation and Settlement Agreement.

20 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class
21 notice set forth in the Stipulation and Settlement Agreement. The Court approves the form and content of
22 the notice forms substantially in the form proposed by counsel as follows: the Long-Form Notice,
23 attached as Exhibit 1; the E-mail Short-Form Notice, attached as Exhibit 2; and the Postcard Short-Form
24 Notice, attached as Exhibit 3 (collectively, “the Notices”). The Court finds that the Notices constitute the
25 best notice practicable under the circumstances and are valid, due and sufficient notice to the Settlement
26 Class of the pendency of the action, preliminary certification of the Settlement Class, the terms of the
27 Settlement, procedures for opting out and objecting to the settlement, and the time and place of the Final
28 Approval Hearing. The proposed manner of class notice satisfies the requirements of due process, and

1 complies with applicable law, including California Code of Civil Procedure Section 382 and California
2 Rule of Court 3.769.

3 9. No later than **June 12, 2018**, the Claims Administrator shall send a copy of the E-mail
4 Short-Form Notice to all persons shown by Defendant's records to be Settlement Class Members via
5 email. In addition, no later than **June 12, 2018**, the Claims Administrator shall post the Long-Form
6 Notice on the settlement website established by the Claims Administrator pursuant to the Stipulation and
7 Settlement Agreement.

8 10. If any Short-Form Notice sent via email is undeliverable, the Claims Administrator shall
9 send a copy of the Postcard Short-Form Notice to those Settlement Class Members via first-class mail
10 within ten (10) business days from the date the Claims Administrator receives notice that the Short-Form
11 Notice was undeliverable. If any Postcard Short-Form Notice sent via first-class mail is returned with a
12 forwarding address, the Claims Administrator shall forward the Postcard Short-Form Notice to that
13 address. If a Postcard Short-Form Notice is returned as undeliverable a second time, no further mailing
14 shall be required. The Claims Administrator shall maintain a log detailing the instances Notices are
15 returned as undeliverable.

16 11. Any Settlement Class Member who wishes to seek exclusion or "opt out" from the
17 Settlement must submit a timely, written request for exclusion as described in Section VII of the Long-
18 Form Notice. The Request for Exclusion must contain: (1) Settlement Class Member's name, address,
19 and telephone number; (2) a clear and unequivocal statement that the Settlement Class Member wishes to
20 be excluded from the Settlement Class; (3) and the signature of the Settlement Class Member (or his/her
21 Legally Authorized Representative). The Request for Exclusion must be mailed to the Claims
22 Administrator and postmarked no later than **July 27, 2018**. Any person falling within the Settlement
23 Class definition who does not submit a timely and valid Request for Exclusion shall be a Settlement Class
24 Member and shall be bound by the Stipulation and Settlement Agreement and any Final Judgment in this
25 Action, including any release of claims the Settlement Class Member had or might have had against
26 Defendant as set forth in detail in the Stipulation and Settlement Agreement.

27 12. Any Settlement Class Member who wishes to object to the Settlement must submit a
28 timely, written statement as described in Section VII of the Long-Form Notice. The objection must

1 contain: (1) the Settlement Class Member's name, address, telephone, and signature; (2) a clear reference
2 to the Action; and (3) a statement of the specific legal and factual basis for each objection argument. All
3 objections must be signed by the objecting Settlement Class Member (or his/her Legally Authorized
4 Representative), even if the Settlement Class Member is represented by counsel. An objection must be
5 mailed to the Claims Administrator and postmarked no later than **July 27, 2018**. A Settlement Class
6 Member who has submitted a timely written objection may also object by appearing at the Final Approval
7 Hearing. Any person falling within the Settlement Class definition who does not mail a timely, written
8 objection shall be foreclosed from making any objection to the Settlement.

9 13. If a Settlement Class Member timely submits both a Request for Exclusion and objects to
10 the Settlement, the Request for Exclusion will override the objection, and the objection shall therefore be
11 ignored.

12 14. Class Counsel shall file their Fee Application and request for a service award for the Class
13 Representative no later than **July 11, 2018**. This date is at least 14 days prior to the deadline for
14 submitting requests for exclusion and objections.

15 15. Class Counsel shall file their motion for final approval of the Class Action Settlement and
16 entry of a Final Approval Order and Judgment no later than **August 10, 2018**. Along with the motion,
17 Class Counsel shall file a declaration of due diligence from the Claims Administrator outlining work
18 performed to date, including (1) emailing and mailing Notices; (2) attempts to locate Settlement Class
19 Members, if applicable; (3) inability to deliver Class Notice(s) to Settlement Class Members, if
20 applicable; (4) a list of Settlement Class Members who have objected or opted out; and (5) a copy of all
21 objections.

22 16. The Final Approval Hearing shall be held on **September 21, 2018 at 10:30 a.m. in**
23 **Department 305**, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at
24 which the Court will determine whether the settlement should be finally approved as fair, reasonable and
25 adequate to the Settlement Class Members; whether the Final Approval Order and Judgment should be
26 entered; whether Class Counsel's Application for Attorneys' Fees and Costs should be approved; and
27 whether any request for a service award for the Class Representative should be approved.

28 17. The Court reserves the right to modify the date of the Final Approval Hearing and related
deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by

1 Order of the Court without further notice to the Class Members.

2 18. If the Court does not approve the Settlement, or the Stipulation and Settlement Agreement
3 otherwise terminates, then this Settlement Agreement shall be cancelled and terminated, unless all parties,
4 in their sole discretion no later than 30 days from the date such ruling becomes Final, provide written
5 notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the
6 Judgment as it may be modified by the Court or any appellate court. In the event that (i) the Settlement is
7 not approved, is overturned, or is modified by the Court or on appeal, (ii) the Judgment does not become
8 Final, or (iii) this Stipulation and Settlement Agreement is terminated, cancelled or fails to become
9 effective for any reason, then (a) the parties stipulate and agree the Settlement, this Agreement, the Class
10 Information, the Opt-Out List, and all documents exchanged and filed in connection with the Settlement
11 shall be treated as privileged mediation communications under California Evidence Code sections 1115 *et*
12 *seq.*; (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of
13 its terms shall be effective or enforceable, with the exception of this paragraph, which shall remain
14 effective and enforceable; (c) the Parties shall be deemed to have reverted nunc pro tunc to their
15 respective status prior to execution of this Agreement, including with respect to any Court-imposed
16 deadlines; (d) all Orders entered in connection with the Settlement, including the certification of the
17 Settlement Class, shall be vacated without prejudice to any Party's position on the issue of class
18 certification, the issue of amending the complaint, or any other issue, in the Action or any other action,
19 and the Parties shall be restored to their litigation positions existing on the date of execution of this
20 Agreement; and (e) the Parties shall proceed in all respects as if the Stipulation and Settlement Agreement
21 and related documentation and orders had not been executed, and without prejudice in any way from the
22 negotiation or fact of the Settlement or the terms of the Settlement Agreement.

23 19. Pending the final determination of whether the settlement should be approved, all
24 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
25 terms of the settlement, are hereby stayed.

26 20. The following chart summarizes the dates and deadlines set by this Order:

27

<u>Event</u>	<u>Date</u>
Order Granting Preliminary Approval	April 27, 2018

28

1	Deadline for Settlement Administrator to email Short-Form Notices and post the Long-Form Notice on the settlement website	June 12, 2018
2	Deadline for Settlement Class Counsel to file their Fee Application and request for service award for Class Representative	July 11, 2018
3	Deadline for Settlement Class Members to submit requests for exclusion, and objections	July 27, 2018
4	Deadline for Settlement Class Counsel to file any motions in support of final approval of the Settlement, along with a copy of all objections and a declaration from Settlement Administrator setting forth compliance with notice and providing list of opt-outs	August 10, 2018
5	Final Approval Hearing	Friday, September 21, 2018 at 10:30 a.m.

11 IT IS SO ORDERED.

13 Dated: May 1, 2018

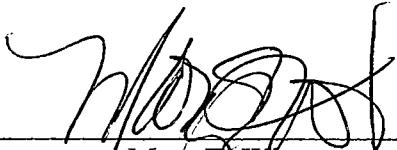
12 
 14 _____
 15 Mary E. Wiss
 16 Judge of the Superior Court

Exhibit 1

[Exhibit A, Long Form Notice]

Spencer Janssen v. Square, Inc. et al.,
Superior Court of California, County of San Francisco, No. CGC-16-549980

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU PURCHASED FOOD DELIVERED BY CAVIAR BETWEEN JANUARY
20, 2012 AND AUGUST 31, 2015, THIS NOTICE AFFECTS YOUR RIGHTS;
PLEASE READ IT CAREFULLY.**

**PLEASE DO NOT CONTACT THE COURT OR
THE COURT CLERK REGARDING THIS MATTER.**

**THIS IS NOT A SOLICITATION. THIS IS NOT A LAWSUIT AGAINST YOU.
YOU ARE NOT BEING SUED. A COURT AUTHORIZED THIS NOTICE,
BUT THE FOLLOWING DOES NOT CONSTITUTE THE FINDINGS OF THE
COURT. IT SHOULD NOT BE UNDERSTOOD TO BE AN EXPRESSION OF
THE COURT'S VIEWS ON THE MERITS OF CLAIMS OR DEFENSES RAISED
BY THE PARTIES.**

I. INTRODUCTION

You are receiving this notice because you may have ordered and paid for food delivered in California through Caviar's website (trycaviar.com) or mobile application from January 20, 2012 through August 31, 2015. The purpose of this Notice is to notify you of the existence and settlement of a lawsuit, filed on January 20, 2016, by Spencer Janssen ("Plaintiff"), against Square, Inc. doing business as Caviar ("Defendant").

The Plaintiff, who previously ordered food for delivery through Defendant, filed a class action lawsuit alleging that Defendant did not pass on to delivery couriers amounts charged as a "gratuity" line item on customer invoices. Plaintiff sought to pursue such claims on behalf of all customers who ordered and paid for food delivered in California through Caviar's website or mobile application from January 20, 2012 through August 31, 2015, when Defendant eliminated the "gratuity" line item on customer invoices. Defendant disputes and denies the allegations in the lawsuit in all respects.

This Notice informs you of the terms of the pending Settlement Agreement and your rights under it. Please read it carefully. This Notice provides instructions on the options available to you.

II. CERTIFICATION AND HEARING

On or about April 19, 2018, the Court granted preliminary approval for the settlement of this matter and scheduled a hearing on final approval of the settlement for [DATE and TIME]. This hearing will take place at Department 305 of the San Francisco

[Exhibit A, Long Form Notice]

County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102. Members of the Class, including you, can express their views on the settlement at or before this hearing, but you are not required to do so, and no appearance at the hearing is required.

III. THE PUBLICATION OF THIS NOTICE

Plaintiff Janssen brought this action as a putative California class action. In class actions, one or more persons bring claims on behalf of themselves and others who are in similar situations or have similar claims. In other words, Plaintiff Janssen is seeking to represent those who are similarly situated and thus may also have similar or related claims. In order to ensure that Class Members are given an adequate opportunity to protect their rights, this Notice is being published to a unique Internet address with a link sent via email to Class Members. This Notice concerns the resolution of this lawsuit and your associated rights.

IV. DESCRIPTION OF THE UNDERLYING CLAIMS

Defendant is a San Francisco-based technology company that, among other things, operates Caviar, a food ordering technology platform. Plaintiff Janssen was a customer who used Caviar's food ordering technology on several occasions in 2015 to purchase food for delivery from restaurants.

Plaintiff filed his class action complaint on January 20, 2016. The lawsuit alleged that the Defendant collected "gratuities" from the customers who ordered food deliveries on the Caviar platform, but that the Defendant did not pass those gratuities on to the couriers delivering the food. Plaintiff further alleged that the Defendant misrepresented to the customers that the funds charged as "gratuities" would be paid to the couriers, when in fact the Defendant retained those funds for itself. Plaintiff sought to represent a class defined as: "All individuals who were customers ordering from, and paying 'gratuity' to, trycaviar.com in California at any time within three years before the filing of this complaint until August, 2015" for claims under the California Consumer Legal Remedies Act ("CLRA") and Unfair Competition Law ("UCL") and seeking monetary relief in the form of damages and restitution as well as injunctive relief, a declaratory judgment, and attorneys' fees and costs.

Defendant denied all allegations and took the position that the use of the term "gratuity" was neither misleading to reasonable consumers nor unlawful. Defendant contended that the amounts collected as gratuities from Plaintiff were paid to his independent contractor couriers.

In light of the litigation, discovery and motion practice thus far, the Plaintiffs and their counsel worked with the Defendant and its counsel to resolve the litigation through settlement. Subject to court approval, the parties have entered a Settlement Agreement that provides for the certification of a settlement class consisting of all customers who ordered and paid for food delivered in California through Caviar's website

[Exhibit A, Long Form Notice]

(trycaviar.com) or mobile application from January 20, 2012 through and including August 31, 2015, and that provides the benefits described below.

V. RELIEF FOR SETTLEMENT CLASS

The Settlement Class is defined as follows: all customers (including individuals and businesses) who ordered and paid for food delivered in California through Caviar's website (trycaviar.com) or mobile application from January 20, 2012 through and including August 31, 2015. The Settling Parties understand and agree that there are 93,914 Class Members.

On behalf of the Members of the Class, Plaintiff Janssen reached a voluntary settlement agreement with Defendant. Neither Defendant nor any of its affiliates, predecessors (including without limitation Caviar, Inc.), officers, or directors have admitted any liability or wrongdoing. A full copy of the settlement agreement and other public documents filed with the Court with regard to this matter can be viewed online at <http://www.sfsuperiorcourt.org/online-services>. Please see Section VIII of this Notice for further details.

Under the terms of the settlement, Defendant has agreed that, subject to final approval by the Court, it will provide relief in the total, gross value of \$2,200,000. In addition to this amount, Defendant will also pay the costs of administration of settlement claims, and it has agreed to prospective relief as set forth below.

A. Consumer Credit to Class Members

Subject to approval by the Court, Defendant will provide a maximum amount of \$1,435,000 in Consumer Credits to the Settlement Class. Defendant will provide this amount by making available to each Settlement Class Member a one-time use Consumer Credit of approximately \$15.28 to be used for payment for food in connection with a Caviar delivery order through Defendant and which will expire 180-days from activation. The Consumer Credits are fully transferable—meaning that the person receiving them can give them to anyone else. The Consumer Credit unique identifiers will be distributed to the Class Members through electronic or regular mail. They are subject to the same terms as other Caviar credits, such as, for example they cannot be combined with other offers or discounts, the credit can only be applied to the food order value of the order, and the food order minimums apply.

B. Attorneys' Fees and Costs

Subject to approval by the Court, the attorneys for class representative Janssen and the Class (herein "Class Counsel") will be paid a sum to compensate them for their attorneys' fees, services and costs in this matter. Defendant will pay this combined sum, which is approximately 34% percent of the total dollar amounts of the payments and credits to be provided for the settlement. Specifically, as noted above, the total monetary value of the settlement is \$2,200,000. Approximately 34% of this amount (\$755,000) is reserved to compensate Class Counsel for their reasonable attorneys' fees and costs.

[Exhibit A, Long Form Notice]

Class Members will not be required to separately compensate Class Counsel for their fees and costs.

C. Class Representative Enhancements

Subject to approval by the Court, Defendant also will make a payment to the class representative Janssen in compensation for his time and effort as the named plaintiff in this matter. The Class Representative will receive ten thousand United States dollars (\$10,000).

D. Expenses of Claims Administration

Subject to approval by the Court, Defendant also will pay the reasonable costs of administration of settlement claims, estimated to be sixty thousand United States dollars (\$60,000).

E. Prospective Relief

Subject to approval by the Court, Defendant also agrees that it will maintain its now current practice of not using a line item described as a "gratuity" on its Caviar invoices, provided it can do so in the future if those "gratuity" amounts are paid directly to couriers in the full amount and are in addition to some other amount for which Defendant and the couriers have already contracted.

VI. RELEASES

Settlement Release: Provided the Court approves the settlement and enters the requested judgment, all Members of the Class shall be bound by the settlement agreement and the judgment. Under this judgment, all Class Members who do not submit a timely and valid opt-out request shall be deemed to have forever released and discharged the "Square Releasees" from all claims that were asserted, or could have reasonably been asserted in the Action based on the facts alleged. This release includes claims based on or arising out of the charging for, collection of, or payment of gratuities or the use of the term "gratuity." For example, claims for physical injury arising out of a defective product or premises condition and claims for employment-related torts are not covered by this release and your status as a class member in this action will not affect such claims.

"Square Releasees" means all of Square, Inc.'s affiliates, predecessors or successors (including without limitation Caviar, Inc.), subsidiaries, divisions, joint ventures, benefit plans, past or present directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, and personal or legal representatives). The released claims include unknown claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, whether or not concealed or hidden, against the Square Releasees, or any of them, including without limitation claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution,

disgorgement, unjust enrichment, injunctive relief, declaratory relief, or other equitable relief, that accrued during the Class Period so long as they were asserted, or could have reasonably been asserted in the Action based on the facts alleged. This includes claims based on or arising out of the charging for, collection of, or payment of gratuities or the use of the term "gratuity." This includes any claims based on any of the following: (1) any and all alleged violations of the California Consumer Legal Remedies Act, codified in California Civil Code Section 1750, et seq.; (2) any and all alleged violations of the California False Advertising Law, codified in California Business & Professions Code sections 17500, et seq.; (3) any and all alleged violations of any state unfair competition laws, including without limitation California Business & Professions Code sections 17200, et seq.; (4) any and all alleged violations of consumer protection or advertising laws embodied in California or federal law; and (5) to the extent not covered above, any and all allegations and/or claims that were asserted, or could have reasonably been asserted in the Action based on the facts alleged, in all of the complaints (including without limitation the First Amended Complaint) in the Action.

Through this release, all Settlement Class Members shall be deemed to have, and by operation of the judgment shall have, expressly waived, the rights and benefits of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In other words, any claims that meet the above description in the previous paragraph will be released even if they are unknown to the Settlement Class Member at this time. To be clear, this release does not cover claims that are unrelated to the use of the term "gratuity." For example, claims for physical injury arising out a defective product or premises condition and claims for employment-related torts are not covered by this release and your status as a class member in this action will not affect such claims.

VII. THE RIGHTS OF CLASS MEMBERS

If you ordered and paid for food delivered in California through Caviar's website (trycaviar.com) or mobile application between January 20, 2012 and August 31, 2015, you are a member of the conditionally certified Class.

You do not need to do anything to receive your Consumer Credit: Class Members who do not opt out will receive their credits by email (at the email address used to make the purchase from Caviar) or mail without the need to submit a claim form or do anything else.

Although under no obligation to do so, Class Members may participate in this lawsuit at their own expense by obtaining their own attorneys, *i.e.*, Class Members can seek to intervene in the matter and appear as a party (Class Members who choose this

[Exhibit A, Long Form Notice]

option will be responsible for any attorney fees or costs incurred as a result of this election). Class members may also object to any particular aspect of the settlement by mailing a letter explaining the objection to the Settlement Administrator at the address below; or "opt out" of the Settlement Class (be excluded from the Settlement Class) by mailing a letter stating that you have read this notice and want to be excluded from the *Janssen v. Square, Inc.* Settlement Class. Class Members cannot both object and opt out. Any Class Member who opts out of the settlement will not receive any Consumer Credit and will not be bound by the release described below. Class Members may, but are under no obligation to hire an attorney to either object or opt out. For any objection or opt out to be valid, it must be (a) in writing and state your name, address, and telephone number; (b) signed by you; (c) postmarked no later than [DATE]; and (d) sent by first class mail to the Settlement Administrator at the following address:

Janssen v. Square Settlement Administrator
c/o GCG
P.O. Box 9349
Dublin, Ohio 43017-4249

Opt out requests and objections that are not mailed to this address, personally signed by the Class Member, or postmarked by [DATE], will not be valid.

VIII. HEARING ON FINAL APPROVAL

The Court will hold a hearing on whether to grant final approval of this settlement on [DATE and TIME]. This hearing will take place at Department 305 of the San Francisco County Superior Court, located at the Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102, The Honorable Mary E. Wiss presiding. You are not required to attend this hearing to participate in the settlement or to opt out of the lawsuit.

IX. CLASS COUNSEL

The lawyers acting as Class Counsel in this matter are:

Jeremy Pasternak
Deanna Maxfield
LAW OFFICES OF JEREMY PASTERNAK
445 Bush Street, Sixth Floor
San Francisco, California 94108

Joshua G. Konecky
Nathan B. Piller
SCHNEIDER WALLACE
COTTRELL KONECKY WOTKYNS LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

[Exhibit A, Long Form Notice]

X. EXAMINATION OF PAPERS FILED IN THIS ACTION

Members of the public may inspect the files (including the full settlement agreement) online at <http://www.sfsuperiorcourt.org/online-services> by searching for Case No. CGC-16-549980 under the "Case Query."

PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF THE COURT WITH QUESTIONS.

Exhibit 2

[Exhibit B, Short Form Notice]

Re: Legal Notice: *Janssen v. Square* Proposed Class Action Settlement

Spencer Janssen v. Square, Inc. et al.,
Superior Court of California, County of San Francisco, No. CGC-16-549980

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased food delivered by Caviar between January 20, 2012 and August 31, 2015, this notice affects your rights; please read it carefully.

Spencer Janssen filed a class action challenging how Square, Inc. doing business as Caviar (the "Company"), charged a gratuity to customers who ordered and paid for food delivered in California through Caviar's website (trycaviar.com) or mobile application. The Company disputes the claims in the lawsuit. The parties have agreed to settle. The Company's records indicate that you may have been a customer who purchased food delivered by Caviar between January 20, 2012 and August 31, 2015, and, if so, you are a Class Member and this settlement affects your rights.

You do not need to take any action to become a part of the Settlement Class and be eligible for the Consumer Credit described below. You may view the full notice describing the class action settlement and your rights pertaining to it at the following website: [**Long-form Website**]. You have the right to object to or request exclusion from the settlement. If you wish to object to the Settlement, you must mail to the Settlement Administrator a valid and timely objection in writing, postmarked by [**date**]. If you wish to be excluded from the class, you must mail to the Settlement Administrator a valid and timely request for exclusion, postmarked by [**date**]. For any objection or opt out to be valid, it must be (a) in writing and state your name, address, and telephone number; (b) signed by you; (c) postmarked no later than [**DATE**]; and (d) sent by first class mail to the Settlement Administrator at the following address:

Janssen v. Square Settlement Administrator
c/o GCG
P.O. Box 9349
Dublin, Ohio 43017-4249

The Court will determine whether to approve the settlement at a final approval hearing to be held on [**Final Approval Hearing Date**]. Subject to final approval by the Court, the settlement will provide \$2,200,000 in benefit to the class. Of this amount, plaintiff's counsel is anticipated to seek up to \$755,000 in fees and costs as well as up to a \$10,000 service award for the plaintiff. The remaining \$1,435,000 will be issued in Consumer Credits as follows: Each Class Member who does not request exclusion from the settlement will be sent a Consumer Credit of \$15.28 to be used when ordering a food delivery from Caviar. The Consumer Credit will be fully transferable, which means you can give it to anyone else to use. If the Court grants final approval of the settlement, your Consumer Credit will be activated and sent to you approximately 60-90 days later and will be valid for 180 days after it is activated. For more information on the full terms of the settlement, please visit: [**Long-form Website**].

Exhibit 3

**Janssen v Square
c/o GCG
P.O. Box 9349
Dublin, Ohio 43017-4249**

Forwarding Service Requested

1234567890

★

JANE CLAIMANT
123 4TH AVE
APT 5
SEATTLE, WA 67890

Claimant ID:
MMMMM011111111

Control No:
1234567890

If you purchased food delivered by Caviar between January 20, 2012 and August 31, 2015, this notice affects your rights; please read it carefully.

Spencer Janssen v. Square, Inc. et al.,
Superior Court of California, County of San Francisco, No. CGC-16-549980

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Spencer Janssen filed a class action challenging how Square, Inc. doing business as Caviar (the "Company"), charged a gratuity to customers who ordered and paid for food delivered in California through Caviar's website (trycaviar.com) or mobile application. The Company disputes the claims in the lawsuit. The parties have agreed to settle. The Company's records indicate that you may have been a customer who purchased food delivered by Caviar between January 20, 2012 and August 31, 2015, and, if so, you are a Class Member and this settlement affects your rights.

You do not need to take any action to become a part of the Settlement Class and be eligible for the Consumer Credit described below. You may view the full notice describing the class action settlement and your rights pertaining to it at the following website: **[Long-form Website]**. You have the right to object to or request exclusion from the settlement. If you wish to object to the Settlement, you must mail to the Settlement Administrator a valid and timely objection in writing, postmarked by **[date]**. If you wish to be excluded from the class, you must mail to the Settlement Administrator a valid and timely request for exclusion, postmarked by **[date]**. For any objection or opt out to be valid, it must be (a) in writing and state your name, address, and telephone number; (b) signed by you; (c) postmarked no later than **[DATE]**; and (d) sent by first class mail to the

Settlement Administrator at the following address: Janssen v. Square Settlement Administrator, c/o GCG, P.O. Box 9349, Dublin, Ohio 43017-4249.

The Court will determine whether to approve the settlement at a final approval hearing to be held on **[Final Approval Hearing Date]**. Subject to final approval by the Court, the settlement will provide \$2,200,000 in benefit to the class. Of this amount, plaintiff's counsel is anticipated to seek up to \$755,000 in fees and costs as well as up to a \$10,000 service award for the plaintiff. The remaining \$1,435,000 will be issued in Consumer Credits as follows: Each Class Member who does not request exclusion from the settlement will be sent a Consumer Credit of \$15.28 to be used when ordering a food delivery from Caviar. The Consumer Credit will be fully transferable, which means you can give it to anyone else to use. If the Court grants final approval of the settlement, your Consumer Credit will be activated and sent to you approximately 60-90 days later and will be valid for 180 days after it is activated. For more information on the full terms of the settlement, please visit: **[Long-form Website]**.

Superior Court of California
County of San Francisco

SPENCER JANSSEN,

Plaintiff,

vs.

SQUARE, INC., a California Corporation
doing business as trycaviar.com; and DOES 1
through 50, inclusive,

Defendants.

Case Number: CGC-16-549980

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, T. Michael Yuen, Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 1, 2018, I electronically served the ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: May 1, 2018

T. Michael Yuen, Clerk

By: 
Craig Blackstone, Deputy Clerk