

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GOBRANDS, INC. d/b/a GOPUFF,

Plaintiff,

v.

GRATIS DIGITAL, LLC d/b/a “THE
WELL”, GROUNDSWELL
EXPERIENTIAL HOLDINGS, LLC, and
EDWARD SLAVIN

Defendant.

Civil Action No. 2:25-cv-2693

COMPLAINT

Plaintiff, GoBrands, Inc. d/b/a Gopuff (“Gopuff”), by and through its undersigned counsel, brings this Complaint against Defendants, Gratis Digital, LLC d/b/a “The Well” (“Gratis”), Groundswell Experiential Holdings, LLC (“Groundswell”), and Edward Slavin (“Slavin”) (collectively “Defendants”), and in support thereof, avers as follows:

PARTIES

1. Gopuff is a corporation organized under the laws of Delaware, with its principal office located at 537 N. 3rd Street, Philadelphia, Pennsylvania 19123.

2. Gopuff is an instant commerce platform founded in Philadelphia that leverages hyperlocal technology, hundreds of micro-fulfillment centers, and omnichannel retail stores to quickly supply thousands of items, including household essentials, groceries, snacks, baby and pet products, and electronics to consumers in more than 500 cities.

3. Groundswell is a limited liability company organized under the laws of Delaware with a principal place of business at either or both 1340 N. White Chapel Boulevard, Southlake, Texas 76092 and/or 7408 Wildflower Drive, Plano, Texas 75024.

4. Groundswell is engaged in the business of creating and implementing experiential marketing for various industries.

5. Edward Slavin is an adult individual with an address of 7408 Wildflower Drive, Plano, Texas 75024.

6. Gratis is a limited liability company organized under the laws of Delaware, with a principal place of business located at either or both 1340 N. White Chapel Boulevard, Southlake, Texas 76092 and/or 1300 Glade Road, Colleyville, Texas 76034.

JURISDICTION & VENUE

7. This Court has federal subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, as a claim arises under the Defend Trade Secrets Act of 2016 (“DTSA”). Pursuant to 28 U.S.C. § 1367, the Court also has supplemental jurisdiction over Gopuff’s other claims because they form part of the same case or controversy as the DTSA claim and are so closely related to the DTSA claim that they are part of the same case and controversy and derive from a common nucleus of operative facts.

8. This Court has personal jurisdiction over Gratis because Gratis entered into multiple contracts with Gopuff - which is an entity located in this district – for Gopuff to provide certain services as detailed below.

9. In addition and per sections 13(v) of the applicable agreements, Gratis agreed to submit to personal jurisdiction and the laying of venue in the state or federal courts of Pennsylvania in any action arising out of or relating to the two agreements.

10. This Court has personal jurisdiction over both Groundswell and Slavin as either or both Groundswell and/or Slavin serve as the owners, shareholders, officers, and/or members of Gratis and – as detailed below – have abused Gratis’ corporate form to perpetrate a fraud and, thus, are liable for Gratis’ debts under an alter ego theory of liability.

11. This Court also has personal jurisdiction over Groundswell as Groundswell is an affiliated and/or “sister” entity of Gratis that shares common ownership and/or an administrative nexus and is engaged with Gratis in a larger, unitary commercial enterprise in which Gratis exists solely to silo certain liabilities and shield Groundswell from risk, thereby making Groundswell liable under an enterprise theory of liability.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) and/or (b)(3), as a substantial part of the events giving rise to Gopuff’s claims occurred in this district.

FACTUAL BACKGROUND

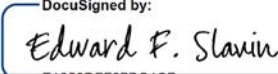
A. The 2021 Comprehensive Data Use Agreement

13. On March 30, 2021, Gopuff and Gratis entered into a Comprehensive Data Use Agreement (the “2021 Agreement”).

14. The 2021 Agreement was signed by Slavin as President:

In witness whereof, the parties have executed this Agreement on the Effective Date as defined above.

Recipient

By: 
 Name: Edward F. Slavin
 Title: President

15. Upon information and belief, Gratis, Groundswell, and Slavin are in possession of the 2021 Agreement.

16. The 2021 Agreement expressly, and in detail, outlines the services that were to be performed and provided by Gopuff, and the fees that were to be paid by Gratis.

17. More specifically, Gopuff granted Gratis a license to access aggregated, de-identified data regarding consumer purchasing trends in Gopuff’s digital convenience marketplace (an “Insights Package”).

18. The Insights Package was to include automated order-level and user-level data and insights on a daily basis for consumers in multiple states, streamlined through Gopuff's cloud-based data-share (the "Data-Share").

19. In addition, Gratis would receive, via the Data-Share, consumer insights on one thousand (1,000) pre-selected brands, including shopper demographics, consumer behavior, basket data, search and ATC behavior, and ongoing conversion rates.

20. Depending on the type of data, Gopuff would send daily, monthly, or quarterly reports to Gratis.

21. Gopuff has devoted extensive time, money, and resources to the development of its Insight Packages and the Data-Share that it licensed to Gratis, and has continuously engaged and invested in the research and further development of these products.

22. Gopuff's valuable and proprietary information regarding its consumers and their purchasing trends is confidential and constitutes protected trade secrets within the meaning of both the DTSA and the Pennsylvania Uniform Trade Secrets Act ("PUTSA").

23. Gopuff derives substantial economic value and competitive advantages from this information, because it is not publicly known, independently developed by any other party, or ascertainable by third parties.

24. In order to protect this valuable, proprietary information, Gopuff included a confidentiality provision in the 2021 Agreement.

25. Pursuant to the confidentiality provision, Gratis was forbidden from disclosing Gopuff's confidential information to any person or entity, except to Gratis' personnel who had a need to know the confidential information for the receiving party to exercise its rights or perform its obligations thereunder.

26. The 2021 Agreement was for a one-year term and provided for a Data Licensing Fee, payable to Gopuff in eight equal installments. This fee covered the implementation and management of the Data-Share during the term of the 2021 Agreement.

27. In addition, Gratis was given the option, in its discretion, to purchase supplemental data packages in increments of fifty (50) pre-selected brands for an additional cost per package.

28. Gratis purchased packages for multiple months.

29. The individual acting on behalf of Gratis who was given access to the 2021 Agreement's data was Jose Ortiz who is/was employed as an Analytics Manager for Groundswell.

30. Gopuff takes reasonable measures under the circumstances to maintain the secrecy of its trade secrets and confidential information, because Gopuff would suffer irreparable competitive harm if its trade secrets and confidential information were to be obtained by, or used on behalf of, its competitors.

31. Gopuff would suffer irreparable harm through the loss of goodwill if competitors utilized its trade secret, confidential, and proprietary information.

B. The 2023 Comprehensive Data Use Agreement

32. Gopuff and Gratis entered into a second Comprehensive Data Use Agreement on January 1, 2023 (the "2023 Agreement"), wherein Gopuff agreed to provide Gratis with California-based consumer data.

33. The 2023 Agreement was signed by Slavin as President:

In witness whereof, the parties have executed this Agreement on the Effective Date as defined above.

Recipient

DocuSigned by:

Edward F. Slavin

90C556875C19430...

By: _____

Name: Edward F. Slavin

Title: President

34. Upon information and belief, Gratis, Groundswell, and Slavin are in possession of the 2023 Agreement.

35. The 2023 Agreement expressly, and in detail, outlined the services that were to be performed and provided by Gopuff, and the fees that were to be paid by Gratis.

36. Like the 2021 Agreement, Gopuff granted Gratis a license through its Data-Share to access automated data and insights on a daily basis.

37. The Data-Share would provide order-level and user-level de-identified data regarding consumer purchasing trends in Gopuff's digital convenience marketplace.

38. In addition, Data-Share would provide consumer insights to Gratis on one thousand (1,000) pre-selected brands, including shopper demographics, consumer behavior, basket data, search and ATC behavior, and ongoing conversion rates.

39. Depending on the type of data, Gopuff would send daily, monthly, or quarterly reports to Defendant.

40. Gopuff has devoted extensive time, money, and resources to the development of its Data-Share that it licensed to Gratis, and has continuously engaged and invested in the research and further development of these products.

41. Gopuff's valuable and proprietary information regarding its consumers is confidential, and constitutes protected trade secrets within the meaning of both the DTSA and the PUTSA.

42. Gopuff derives substantial economic value and competitive advantages from this information, because it is not publicly known, independently developed by any other party, or ascertainable by third parties.

43. In order to protect this valuable, proprietary information, Gopuff included a confidentiality provision in the 2023 Agreement.

44. Pursuant to the confidentiality provision, Gratis was forbidden from disclosing Gopuff's confidential information to any person or entity, except to Gratis' personnel who had a need to know the confidential information for the receiving party to exercise its rights or perform its obligations thereunder.

45. The 2023 Agreement was, like the 2021 Agreement, for a one-year term and provided for a Data Licensing Fee payable to Gopuff in eight equal installments.

46. This fee covered the implementation and management of the Data-Share during the term of the 2023 Agreement.

47. In addition, Gratis was given the option, in their discretion, to purchase supplemental data packages in increments of fifty (50) pre-selected brands for an additional cost per package.

48. Gratis purchased packages for multiple months.

49. The individual acting on behalf Gratis who was given access to the 2021 Agreement's data was Jose Ortiz who is/was employed as an Analytics Manager for Groundswell.

50. Gopuff takes reasonable measures under the circumstances to maintain the secrecy of its trade secrets and confidential information because Gopuff would suffer irreparable competitive harm if its trade secrets and confidential information were to be obtained by, or used on behalf of, its competitors.

51. Further, Gopuff would suffer irreparable harm through the loss of goodwill if competitors utilized its trade secret, confidential, and proprietary information.

C. Defendant's Breaches of the 2021 and 2023 Agreements

52. Per the terms of the 2021 and 2023 Agreements, monthly payments were due to Gopuff within forty-five (45) days of receiving an invoice.

53. Per Gratis' requests, invoices for both Agreements were submitted by Gopuff to either or both Ed.Slavin@groundswell.buzz and/or accounting@groundswell.buzz.

54. Slavin, as President/CEO of Groundswell, paid all of invoices issued to Gratis via accounts held by Groundswell until the end of both Agreements' terms in 2024:

----- Forwarded message -----

From: **Ed Slavin** <Ed.Slavin@groundswell.buzz>
Date: Wed, May 31, 2023 at 7:30 PM
Subject: FW: Gratis Digital-Past Due items
To: Bennie DeSalvo <bennie.desalvo@gopuff.com>

B-

I wired \$800,000 to Gopuff today to pay for the Integration Agreement contracts.



ED SLAVIN
PRESIDENT/CEO
GROUNDSWELL EXPERIENTIAL
(M) 214 • 616 • 4877

GROUNDSWELLXM.COM

55. On January 10, 2024, Gopuff sent invoice no. 737020, requesting payment for the eighth and final installment under the 2021 Agreement and the eighth and final installment under the 2023 Agreement.

56. Per the terms of the 2021 and 2023 Agreements, payment of invoice no. 737020 was due on February 26, 2024.

57. On February 8, 2024, Gopuff sent invoice no. 771045, requesting payment of Gratis' optional data package purchases.

58. Per the terms of the 2021 and 2023 Agreements, payment of invoice no. 771045 was due on March 25, 2024.

59. Gratis has failed and refused to pay the amounts owed on both invoice no. 737020 and invoice no. 771045.

60. Upon the termination of the 2021 and 2023 Agreements, Gratis was still obliged to honor the terms of the confidentiality provisions and not use or share Gopuff's trade secrets for its own competitive and economic gain.

61. Upon information and belief, Gratis continues to retain Gopuff's consumer data containing confidential information and trade secrets in violation of its ongoing obligations under the 2021 and 2023 Agreements.

62. Upon information and belief, Gratis retained, used, disclosed, delivered, and will continue to deliver Gopuff's trade secrets, confidential and proprietary information to itself and to unauthorized third parties in an effort to unfairly obtain a competitive advantage in the marketplace.

COUNT I: PIERCING THE CORPORATE VEIL

63. Gopuff incorporates by reference each of the preceding paragraphs of this Complaint as if fully set forth herein.

64. Gratis is a single purpose entity formed solely to serve as the signatory entity for the 2021 Agreement and the 2023 Agreement, so as to permit Groundswell and/or Slavin to access and use the data for the exclusive benefit of Groundswell and/or Slavin.

65. Upon information and belief, the substantial profits and revenue generated from use of the data were siphoned to Slavin and/Groundswell.

66. Upon further information and belief, Gratis is insolvent, undercapitalized, has no assets, and never had an independent revenue stream.

67. There exists no separation between Gratis, Groundswell, and Slavin and there is no independent management, separate corporate acts, or separate finances in that, *inter alia*,

- The sole individual accessing the data made available to Gratis under the Agreements was a Groundswell employee
- Gratis communicated with Gopuff solely through Groundswell employees and management on all matters relating to the Agreements, including invoicing and accounts receivable
- Gratis' invoices were paid by Groundswell employees using Groundswell's bank accounts
- Groundswell and Slavin share commonality of ownership in that Gratis' corporate filings in Delaware and Texas interchangeably identify Groundswell and/or Slavin as Gratis' officer, member, general partner, and/or manager whereas Groundswell's corporate filings identify Slavin as Groundswell's officer, member, general partner, and/or manager
- Slavin simultaneously served/held himself out as the President of both Gratis and Groundswell
- In their corporate filings in Texas, both Gratis and Groundswell identify their respective agents for service of process as the accounting firm of Pappas & Company CPAs PC, which is located at the same address as Gratis – 1300 Glade Road, Colleyville, Texas 76034.

68. Gratis' corporate filings reveal that it registered the fictitious name "The Well" for its operations in Texas.

69. As depicted below, Groundswell's website contains a page entitled: "The Well":

We're a full-service experiential agency crafting quality experiences, from **ideation to execution.**

**EXPERIENTIAL STRATEGY • EVENTS •
FIELD MARKETING • DESIGN • CONTENT •
SOCIAL IMPACT • MOBILE TOURS •
STRATEGIC PARTNERSHIPS •
HOSPITALITY • THE WELL**

GROUNDSWELL

©Groundswell Experiential 2022. All Rights Reserved. TERMS OF USE | PRIVACY POLICY | CONTACT ENOUGH ABOUT US, TELL US ABOUT YOU
HELLO@GROUNDSWELLM.COM

70. This same section of Groundswell’s website boasts that Groundswell’s clients “gain insights on delivery transactions, Gen Z, incrementality, basket interaction, and innovation” via use of “direct first party data from Gopuff...” which was obtained by Gratis:

the well

goodbye data lakes, hello data wells

powered by

BevMo!
gopuff

with direct, first party data from Gopuff and BevMo!, our BevAlc clients gain insights on:

- Delivery Transactions: Quick-commerce role in BevAlc consumption
- Gen Z: Emerging LDA purchase behavior
- Incrementality: Of promotional efforts
- Basket Interaction: With other impulse & convenience items
- Innovation: Test & learn with brand & category buyers

one actionable source

make empowered business decisions, with a complete data set

Instantly assess your brand's situation with no duplication between in-store and digital sales

Isolate promotional audiences and understand their response to marketing efforts

Take immediate action against any audience segment via Gopuff

gopuff BevMo!

Consumer Transactions

Consumer Survey Data

Consumer Demographics & Behavior

71. Groundswell and/or Slavin have perpetrated a fraud via their use of Gratis as their alter ego to receive and benefit from Gopuff's data while simultaneously shielding themselves from liability for payment for that date

72. As a result of Groundswell's and Slavin's actions, they both liable for the debts of Gratis under an alter ego theory of liability.

73. In addition, Groundswell is liable for the debts of Gratis as, at all times material hereto, Groundswell and Gratis were affiliated sister companies with common ownership engaged in a unitary commercial endeavor, such that they should be held liable for each other's debts.

COUNT II: BREACH OF CONTRACT

74. Gopuff incorporates by reference each of the preceding paragraphs of this Complaint as if fully set forth herein.

75. The 2021 and 2023 Agreements are valid, binding, and enforceable contracts.

76. Gopuff provided good and valuable consideration in the form of licensing rights to Defendants that contained confidential information regarding consumer data in multiple states.

77. Defendants failed and refused to make the required installment payments set forth in the 2021 and 2023 Agreements despite Gopuff's requests and demands for same and, as such, Defendants have breached those Agreements.

78. As a result of Defendants' breaches of contract, Gopuff has been damaged.

79. Based upon Defendants' failure to pay for the services rendered by Gopuff, Gopuff has suffered damages in the amount of Six Hundred and Eighty Thousand Dollars (\$680,000.00).

80. Gopuff is entitled to compensatory and consequential damages.

WHEREFORE, Gopuff respectfully requests that this Honorable Court enter judgment in its favor and against Defendants as follows:

- A. Awarding monetary damages in favor of Gopuff, and against Defendants, for all losses and damages suffered as a result of the acts complained of herein, in an amount to be proven in excess of \$75,000;
- B. Awarding interest on the overdue invoices;
- C. Awarding Gopuff its costs and expenses incurred in this action, including interest and reasonable attorneys' fees; and
- D. Such other and further relief as this Court deems just and proper.

COUNT III: UNJUST ENRICHMENT

81. Gopuff incorporates by reference each of the preceding paragraphs of this Complaint as if fully set forth herein.

82. Pursuant to the 2021 Agreement, Gopuff provided licensing rights to Defendants for access to confidential data regarding consumers in multiple states, including supplemental data packages thereto.

83. Pursuant to the 2023 Agreement, Gopuff provided licensing rights to Defendants for access to confidential data regarding consumers in multiple states, including supplemental data packages thereto.

84. Defendants have and continue to benefit from their use of Gopuff's consumer data without any ongoing contractual relationship with or compensation to Gopuff.

85. In addition, Defendants have and continue to use Gopuff's name and reputation on, *inter alia*, Groundswell's website to advertise their services to current and prospective clients for purposes of Defendants' financial benefit notwithstanding the termination of both Agreements and Defendants' failure to pay the agreed-upon consideration under those Agreements.

86. It is unjust for Defendants to retain the benefit of this use, particularly in light of Gopuff's provision of the agreed-to consideration and repeated demands that Defendants remit payment for those services.

87. Gopuff is entitled to collect payments on invoice no. 737020 and invoice no. 771045 from January 2024 and February 2024 respectively.

WHEREFORE, Gopuff respectfully requests that this Honorable Court enter judgment in its favor and against Defendants as follows:

- A. Awarding compensation to Gopuff for payments that are due and owing in the amount of \$680,000 plus actual losses resulting from Defendants' ongoing and unauthorized use of Gopuff's name and reputation;
- B. Awarding interest on the overdue invoices;
- C. Awarding Gopuff its costs and expenses incurred in this action, including interest and reasonable attorneys' fees; and
- D. Such other and further relief as this Court deems just and proper.

COUNT IV: MISAPPROPRIATION OF TRADE SECRETS
(DTSA – 18 U.S.C. § 1836, *et seq.*)

88. Gopuff incorporates by reference each of the preceding paragraphs of this Complaint as if fully set forth herein.

89. In the course of Gopuff's contracting with Defendants, Gopuff granted Defendants access to and use of certain confidential and trade secret information described above.

90. The consumer data in Gopuff's Insight Packages and Data-Share constitute trade secrets under 18 U.S.C. § 1839.

91. Gopuff derives independent economic value from its trade secrets not being generally known to or readily ascertainable through proper means by another person who can obtain economic value from the disclosure or use of the information.

92. At all relevant times, Gopuff has taken reasonable steps to maintain confidentiality with respect to its trade secret material. Such steps include, but are not limited to, restricting electronic and physical access to such information.

93. Defendants have acquired, retained, disclosed, and/or used Gopuff's trade secrets, and, upon information and belief, is continuing to use those trade secrets despite its failure to remit payment in full under the provisions of the 2021 and 2023 Agreements.

94. The information and/or documents that Defendants misappropriated constitute trade secrets under the DTSA because they derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from their disclosure or use, and because Gopuff took reasonable and practical measures to maintain the secrecy and confidentiality of its trade secrets and confidential information.

95. Defendants knew or should have known that the continued use of the trade secrets without remittance of payment in full was and is improper.

96. Gopuff did not expressly or impliedly consent to Defendants' continued acquisition, disclosure, or use of its trade secrets.

97. Defendants have misappropriated Gopuff's trade secrets.

98. Defendants' misappropriation of Gopuff's trade secrets is causing and will continue to cause Gopuff to suffer imminent, immediate, and irreparable harm, for which it has no adequate remedy at law, and has damaged Gopuff in an amount to be determined at trial.

99. Upon information and belief, Defendants' misappropriation of Gopuff's trade secrets was willful and malicious, entitling Gopuff to recover attorneys' fees from Defendant pursuant to 18 U.S.C. § 1836(b)(3)(D) and punitive or exemplary damages from Defendant pursuant to 18 U.S.C. § 1836(b)(3)(C).

WHEREFORE, Gopuff respectfully requests that this Honorable Court enter judgment in its favor and against Defendants as follows:

- A. Awarding actual and punitive/exemplary damages in favor of Gopuff and against Defendants, for all losses and damages suffered as a result of the acts complained of herein,
- B. Awarding Gopuff its costs and expenses incurred in this action, including interest and reasonable attorneys' fees; and
- C. Such other relief as this Court deems just and proper.

COUNT V – MISAPPROPRIATION OF TRADE SECRETS
(PUTSA – 12 Pa. C.S. § 5301, *et seq.*)

100. Gopuff incorporates by reference each of the preceding paragraphs of this Complaint as if fully set forth herein.

101. Gopuff operates its business and sells its products in interstate commerce, transacting and doing business with customers, vendors and others throughout the United States and in this judicial district.

102. Gopuff has transacted business relating to trade secrets including those trade secrets that it conceived, researched, and developed as defined under PUTSA.

103. As set forth above, Gopuff's trade secrets encompass confidential and proprietary information, including but not limited to consumer data in Gopuff's Insight Packages and Data-Share.

104. Gopuff obtains actual and potential economic value from its trade secrets not being generally known or readily ascertainable through proper means by another person or entity who could obtain economic value from the disclosure or use of the information.

105. As detailed in the foregoing allegations, Gopuff has taken reasonable steps and precautions to safeguard, limit, and restrict others outside of Gopuff from knowing, readily ascertaining, or using its trade secrets.

106. Upon information and belief, Defendants have willfully and maliciously engaged in various acts of misappropriation regarding Gopuff's trade secrets.

107. Defendant improperly acquired Gopuff's trade secrets while it knew or had reason to know that their acquisition without full remittance of payment was improper and/or in violation of its duty to maintain the confidentiality and/or secrecy of the trade secrets.

108. As a result of Defendants' improper misappropriation, disclosure, and use of Gopuff's trade secrets, Defendant has violated the PUTSA.

WHEREFORE, Gopuff respectfully requests that this Honorable Court enter judgment in its favor and against Defendants as follows:

- A. Awarding full compensatory, exemplary and consequential damages;
- B. Awarding Gopuff its costs and expenses incurred in this action, including interest and reasonable attorneys' fees; and
- C. Such other relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Gopuff demands and prays that this Court enter judgment in Gopuff's favor, granting the following relief against Defendant:

- a) Finding that Defendants have breached the 2021 Agreement;
- b) Finding that Defendants have breached the 2023 Agreement;
- c) Finding that Defendants have engaged in unfair competition in violation of Pennsylvania common law;
- d) Finding that Defendants have misappropriated Gopuff's trade secrets;
- e) Entering judgment in Gopuff's favor and awarding full compensatory and consequential damages to Gopuff and against Defendants, including but not

- limited to payment of the outstanding balance of \$680,000.00 under the 2021 Agreement and the 2023 Agreement, factoring in all interest, costs and expenses;
- f) Awarding Gopuff exemplary and punitive damages;
 - g) Awarding Gopuff its reasonable attorneys' fees and costs incurred in this litigation as required by the 2021 and 2023 Agreements;
 - h) Awarding Gopuff its reasonable attorneys' fees and costs incurred in bringing and having to pursue this action as required by the DTSA and PUTSA;
 - i) awarding Gopuff prejudgment and post-judgment interest on all amounts awarded; and
 - j) providing Gopuff with such other and further relief as the Court may deem just and proper.

JURY DEMAND

Gopuff hereby demands a trial by a jury of twelve (12) on all issues triable to a jury.

Respectfully submitted,

Dated: May 27, 2025

BUCHANAN INGERSOLL & ROONEY PC

/s/ Geoffrey F. Sasso

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Attorneys for Plaintiff, GoBrands, Inc. d/b/a Gopuff

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of May, 2025 I caused a true and correct copy of the foregoing document to be served electronically via the Court's CM/ECF system upon all counsel of record.

BUCHANAN INGERSOLL & ROONEY PC

/s/ Geoffrey F. Sasso

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