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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

12 JEFF ROSS, ROXANNE OLIVEIRA, and  
13 NATASHA SCOTT, on behalf of  
14 themselves and all others similarly situated,

15 Plaintiffs,  
16 v.

17 PANDA RESTAURANT GROUP, INC.,  
and DOES 1-50, inclusive,  
18 Defendant.  
19

Case No. 21STCV03662  
Assigned for All Purposes to:  
Hon. Lawrence P. Riff, Dept. 7

[COMPLEX LITIGATION]

**AMENDED JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT**

**[Plaintiffs’ Supplemental Brief ISO Class  
Action Settlement; Declarations of Jeffrey D.  
Kaliel, Cameron Azari, Jeff Ross, Roxanne  
Oliveira and Natasha Scott filed concurrently  
herewith]**

**Date: June 1, 2023**  
**Time: 11:00 a.m.**  
**Dept. 7**

Action filed: January 29, 2021  
SAC Filed: December 5, 2023  
Trial date: None

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**AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiffs Jeff Ross and Roxanne Oliveira, and Natasha Scott, individually and on behalf of the Settlement Class (defined below) and Defendant Panda Restaurant Group, Inc. The Parties are entering into this amendment to address the Court’s concerns regarding disbursement of any residual funds to a *cy pres* recipient as outlined in the Court’s March 29, 2023 Minute Order and Checklist for Preliminary Approval of Class Action Settlement.

**DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.

2. “Action” means collectively the claims asserted in the court actions, entitled “*Ross, et al. v. Panda Restaurant Group, Inc.*,” Case No. 21STCV03662, pending before the Los Angeles County Superior Court and “*Scott v. Panda Restaurant Group, Inc.*,” Case No. 2:21-cv-05368-MCS-GJS, pending before the United States District Court for the Central District of California.

3. “CAFA Notice” means the notice requirements imposed by 28 U.S.C. § 1715(b), which Defendant shall handle and pay for separately and which will not be included in Settlement Administration Costs.

4. “Claim” or “Claim Form” means a claim form submitted by a Participating Class Member in the form attached hereto as **Exhibit B**.

5. “Claim Period” means the time period in which a Class Member may submit a Claim Form. The Claim Period will run for 6 months from the time that the Settlement Administrator sends Notice to Class Members.

6. “Class Counsel” means KalieGold PLLC.

7. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement. Class Counsel may request attorneys’ fees not to exceed 33% of the Gross Settlement (i.e., 33% of \$1,400,000, which is \$462,000), subject to the Court’s approval.



1 18. "Individual Settlement Recovery" means the amount payable from the Net Settlement  
2 Amount to each Participating Class Member who makes a claim under the provisions of this Settlement.  
3 Individual Settlement Recoveries of cash shall be paid by electronic transfer to Participating Class  
4 Members who make a claim for cash. Individual Settlement Recoveries of Vouchers shall be provided by  
5 electronic transfer directly to the email address that the Participating Class Member identifies when  
6 submitting a claim.

7 19. "Net Settlement" means the recovery available to the Class after the following amounts are  
8 deducted from the Gross Settlement: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement  
9 Administration Costs, and (4) Class Representative Service Awards to Plaintiffs.

10 20. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the  
11 form attached hereto as **Exhibit A**, that will be included in the body of an email sent to the potential Class  
12 Members' last known email addresses (as reflected in Defendant's records) and which will provide  
13 information regarding the Action and information regarding the settlement of the Action. Each Notice  
14 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's  
15 principal terms; (c) the Class definition; (d) the dates which comprise the Class Period; (e) the deadlines  
16 by which the Class Member must postmark Requests for Exclusion or Objections to the Settlement; (f)  
17 the claims to be released, as set forth herein; (g) the date for the final approval hearing as initially set by  
18 the Court; and (h) the information required to submit a valid claim.

19 21. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either  
20 Plaintiffs or Defendant, separately.

21 22. "Participating Class Members" means any Class Members who do not timely submit a  
22 Request for Exclusion.

23 23. "Plaintiffs" means Jeff Ross, Roxanne Oliveira, and Natasha Scott.

24 24. "Preliminary Approval" means the Court order granting preliminary approval of the  
25 Settlement Agreement.

26 25. "Publication Notice" means the settlement notice that shall be published pursuant to  
27 requirements of the California Legal Remedies Act (i.e., California Civil Code section 1781(f)) that may  
28 apply to this settlement. The Settlement Administrator shall publish the Publication Notice on Facebook,

1 which the Parties agree is the social media platform that is most likely to reach Class Members who might  
2 not receive or read the Notice sent by email. The Publication Notice shall: (a) notify readers of a class  
3 action settlement concerning fees charged on delivery orders placed directly through Panda Express; and  
4 (b) include an email address so readers can ask the Settlement Administrator to see if they are eligible  
5 Class Members and address other questions. In response to such questions, the Settlement Administrator  
6 shall obtain sufficient information to determine whether the caller is an eligible Class Member (e.g., for  
7 each potentially relevant order, the customer name used for the order, order date, order total, delivery  
8 address, and the e-mail address used to place the order), and then convey that information to the Parties'  
9 counsel. Whether a person will be treated as a Class Members shall be agreed by the Parties after good  
10 faith consultation. If the Parties agree that a person should be treated as a Class Member, the Settlement  
11 Administrator will email that person a Notice.

12 26. "Objection" means a Participating Class Member's valid and timely written objection to  
13 the Settlement Agreement. For an Objection to be valid, it must include enough information for the  
14 Settlement Administrator to determine the identity of the objector and intent to object. Ideally, this would  
15 include: (a) the Participating Class Member's full name, address, telephone number, email address used  
16 to place the order and (b) a written statement of all grounds for the objection accompanied by legal support,  
17 if any, for such objection.

18 27. "Released Claims" means all claims, demands, actions, and causes of action of any kind or  
19 nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential,  
20 liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law,  
21 regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance,  
22 regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Participating  
23 Class Members ever had, now have, may have, or hereafter can, shall or may ever have against Defendant  
24 in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or  
25 administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in  
26 any way whatsoever relating to Defendant's marketing and charges for orders through Defendant's  
27 website or mobile application during the Class Period and the claims alleged in the Action (i.e., the original  
28 Complaint and the proposed First Amended Complaint), and, more particularly, but without in any way

1 limiting the generality of the foregoing, arising from, directly or indirectly, or in any way whatsoever  
2 pertaining or relating to the claims alleged in the complaint in the Action, including, but not limited to,  
3 communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging,  
4 marketing, labeling, advertising, promotion, packaging, displays, brochures, studies, manufacture,  
5 distribution, operation, performance, functionality, notification, providing, offering, dissemination,  
6 replacement, any claims for rescission, restitution or unjust enrichment for all damages of any kind,  
7 violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false,  
8 misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes, any violation  
9 of the Uniform Commercial Code, any breaches of express, implied and/or any other warranties, any  
10 similar federal, state or local statutes, codes, damages, costs, expenses, extracontractual damages,  
11 compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage  
12 multipliers, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs against  
13 Defendant reasonably arising or reasonably related to the claims alleged in the operative complaint in the  
14 Action, notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter  
15 discover facts in addition to or different from those that they now know or believe to be true concerning  
16 the subject matter of the Action and/or the Released Claims herein.

17 28. "Released Parties" means Defendant Panda Restaurant Group, Inc., and its current and  
18 former parent, subsidiaries and/or related companies, affiliated and related corporations and other entities,  
19 their successors and assigns, and all of their current and former owners, shareholders, directors, officers,  
20 partners, principals, managers, members, employees, agents, attorneys, representatives, firms,  
21 associations, partnerships, joint ventures, and entities, and their agents, guardians, successors, assigns,  
22 heirs, executors, and administrators.

23 29. "Request for Exclusion" means a valid and timely written statement submitted by a Class  
24 Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must  
25 include enough information for the Settlement Administrator to determine the identity of the class member  
26 and their intent to exclude themselves from the Settlement. Ideally, this would include: (a) the Class  
27 Member's full name, address, telephone number, email address used to place the order and (b) a clear  
28 statement requesting to be excluded from the settlement of the class claims similar to the following: "I

wish to exclude myself from the class settlement reached in the matter of *Ross, et al. v. Panda Restaurant Group, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.

30. “Response Deadline” means the date 60 days after the Settlement Administrator emails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion or written objections to the Settlement. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express written and signed agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

31. “Service Fee” means a distinct fee (separate and apart from the subtotal, “Delivery Fee,” tip, tax, and other line items or charges required by law) that is assessed only on delivery orders made through Defendant’s website or mobile application to help offset the cost of the digital platform used for delivery and pickup orders, as depicted by the following image:

Subtotal	\$32.75
Delivery Fee	\$4.95
Tip	\$4.91
Taxes & Fees ^	\$7.17
Tax	\$3.89
Service Fee ⓘ	\$3.28
<b>Order Total</b>	<b>\$49.78</b>

32. “Settlement” means the disposition of the Action pursuant to this Agreement.

33. “Settlement Administrator” means Epiq Class Action Solutions. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Administration Costs” mean the costs payable from the Gross Settlement to the Settlement Administrator for administering this Settlement, including, but not limited to, printing,

1 distributing, and tracking documents for this Settlement, calculating/confirming the class member  
2 information contained in the Class List, calculating each Participating Class Member's Individual  
3 Settlement Recovery, tax reporting, distributing the Gross Settlement, providing necessary reports and  
4 declarations, and other duties and responsibilities set forth herein to process this Settlement, and as  
5 requested by the Parties. Settlement Administration Costs shall not exceed \$105,000.

6 35. "Voucher" means a credit redeemable through Panda's digital platforms issued to  
7 Participating Class Members who make a claim and elect to receive a Voucher. Each Voucher will be  
8 redeemable for a medium entrée through Panda's mobile application or website. The Voucher will cover  
9 any type of medium entrée (i.e., standard or premium), and Panda estimates that the current retail value  
10 of each Voucher is up to \$11.75. Participating Class Members will not be charged sales tax on the entrée  
11 redeemed with a Voucher, and no additional purchase shall be necessary to use the Voucher. Vouchers  
12 will be in the form of a unique code and will be delivered by the Settlement Administrator to Participating  
13 Class Members who file a valid Claim Form and elect to receive a Voucher via the email address for that  
14 Participating Class Member on the Class List. Participating Class Members may only use one Voucher  
15 per transaction, and one voucher per day. (The distribution of Vouchers to Participating Class Members  
16 is discussed in Section 38(b).)

#### 17 TERMS OF AGREEMENT

18 36. Amended Pleading. For settlement purposes, Plaintiffs will file a motion for leave to  
19 amend the complaint in *Ross, et al. v. Panda Restaurant Group, Inc.*, Los Angeles Superior Court Case  
20 No. 21STCV03662, redefining the class definition to be consistent with the Settlement Class described  
21 herein, adding a claim under the Michigan Consumer Protection Act, and adding Natasha Scott as a named  
22 Plaintiff and Class Representative. The draft amended complaint is attached hereto as **Exhibit C**, and  
23 Plaintiffs will file the motion for leave on or before filing the motion for preliminary approval of this  
24 Agreement. The granting of leave to file the amended complaint is material to this Agreement. Should  
25 the Court deny the amendment, the Parties will meet and confer in good faith, but Defendant will not be  
26 required to abide by the terms of the Agreement unless and until a court fully approves the settlement of  
27 all claims at issue in both the *Ross* and *Scott* Actions.



1           37.     Joint Stipulation to Stay *Scott* Action. Within 3 court days of this Agreement being fully  
2 executed, the Parties will jointly file a stipulation in *Scott v. Panda Restaurant Group, Inc.*, Case No. 2:21-  
3 cv-05368-MCS-GJS (“*Scott* Action”) requesting that the case be stayed while the Parties seek approval of  
4 this Agreement and the proposed amended complaint in *Ross, et al. v. Panda Restaurant Group, Inc.*, Los  
5 Angeles Superior Court Case No. 21STCV03662. The joint stipulation is attached hereto as **Exhibit D**.

6           38.     Settlement Consideration.

7           (a)     **Cash Portion:** Defendant shall fund the cash portion of the Gross Settlement  
8 following Final Approval by the Court and the occurrence of the Effective Date in  
9 accord with paragraph 41. The following will be paid out of the cash portion of the  
10 Gross Settlement: the sum of the cash Individual Settlement Recoveries, the Class  
11 Representative Service Award, Class Counsel’s Fees and Costs, and the Settlement  
12 Administration Costs, as specified in this Agreement. The amount of cash  
13 Individual Settlement Recoveries shall be determined on a pro rata basis,  
14 distributing the cash Gross Settlement amount equally among Class Members who  
15 submit a Claim for a cash payment, after deductions from the cash Gross Settlement  
16 amount for the Class Representative Service Award, Class Counsel’s Fees and  
17 Costs, and the Settlement Administration Costs. Defendant shall not be required to  
18 pay more than the Gross Settlement. No portion of the cash portion of the Gross  
19 Settlement shall revert to Defendant.

20           (b)     **Vouchers:** Defendant shall also make \$500,000 in Vouchers available to  
21 Participating Class Members. Each Settlement Class Member who elects to  
22 participate in the Voucher portion of the Settlement will be eligible to receive up to  
23 two Vouchers that can be used to purchase any medium-priced entrée. For the  
24 purposes of allocation, the value of each Voucher shall be the currently estimated  
25 maximum retail value of \$11.75. The maximum number of Vouchers available is  
26 thus 42,553. Each Settlement Class Member who chooses the Voucher option will  
27 receive two Vouchers if there are enough Vouchers available. If there are not  
28 enough Vouchers available for two Vouchers per claimant, Class Members who

1 submit claims later in time will instead receive one Voucher. If a Participating  
2 Settlement Class Member fails to choose between cash and a Voucher, or chooses  
3 both a cash and a Voucher, that claimant will be deemed to have chosen the cash  
4 option.

5 (c) **Change to Business Practice:** Beginning on or around February 16, 2022,  
6 Defendant stopped charging a Service Fee on delivery orders placed through its  
7 mobile application and website. The Parties agree that this change in business  
8 practice shall not be construed as an admission of liability or that any of Plaintiffs'  
9 allegations are true. Defendant agrees that it will not charge a Service Fee on  
10 delivery orders for a period of 4 years from the Effective Date of this Agreement,  
11 unless such a fee is reasonably required under the law. Without waiving the  
12 settlement or mediation privileges, the Defendant also agrees that, for purposes of  
13 seeking approval of this settlement, Plaintiffs may use the sales data produced  
14 during settlement discussions to estimate the Service Fees that could have been  
15 charged over the next 4 years but for the change to business practice.

16 39. Claim Process. The Parties agree that a claims process is appropriate under the relevant  
17 circumstances. Among other things, a claims process will help ascertain the identity of Class Members  
18 and allow Class Members to choose the method of compensation they prefer. Participating Class Members  
19 may make a Claim by submitting a Claim to the Settlement Administrator by using a simple, easy-to-use  
20 web form (a direct link to which shall be providing in the Notice sent to Class Members) during the Claim  
21 Period. Participating Class Members may choose to either receive Vouchers or participate in the cash  
22 portion of the Net Settlement Fund. Participating Class members who submit a claim to receive Vouchers  
23 but do so after \$500,000 in Vouchers have been claimed by prior-received Claim Forms, will no longer  
24 be able to receive a Voucher and will be deemed to have submitted a claim to participate in the cash  
25 portion of the Net Settlement Fund.

26 40. Dismissal of the *Scott* Action. Within 5 calendar days of the Court's grant of final approval  
27 of this Agreement, Plaintiff will file a request to voluntarily dismiss the *Scott* Action with prejudice. The  
28 granting of that dismissal with prejudice is a material term of this Agreement and a precondition to

1 Defendant's obligation to fund the cash portion of the settlement. Should the *Scott* court deny the request  
2 to dismiss the *Scott* Action, the Parties will meet and confer in good faith about a mutually agreeable  
3 solution, but Defendant will not be required to abide by the terms of the Agreement unless and until the  
4 Parties mutually agree.

5 41. Funding of the Gross Settlement. Within 10 business days of the Effective Date of the  
6 Settlement, Defendant will deposit the cash portion of the Gross Settlement into a Qualified Settlement  
7 Fund ("QSF") to be established by the Settlement Administrator. In no event, however, shall Defendant  
8 be required to fund the cash portion of the Gross Settlement until the *Scott* Action is dismissed.

9 42. Distribution of the Gross Settlement. Subject to Court approval, within 14 calendar days  
10 of the funding of the Settlement, the Settlement Administrator will issue: (a) Individual Settlement  
11 Recoveries (i.e., the Vouchers and cash payment; (b) the Class Representative Service Awards; (c) Class  
12 Counsel's Fees and Costs; and (d) Settlement Administration Costs. If Participating Class Members elect  
13 to participate in the cash portion of the Settlement, but the Settlement Administrator is unable to make a  
14 cash payment using the contact information provided by that Participating Class Member, the Settlement  
15 Administrator will work with the Participating Class Member to arrange alternative means of payment.  
16 Any funds in the cash portion of the Net Settlement Amount that are undeliverable for more than 180  
17 calendar days after date of distribution, will be tendered to the State Bar of California's Justice Gap Fund.  
18 The Parties do not have any interest or involvement in the governance or administration of the State Bar  
19 of California's Justice Gap Fund that would in any way create a conflict of interest.

20 43. Class Representative Service Award. Defendant agrees not to oppose or object to any  
21 application or motion by Plaintiffs for Class Representative Service Awards of up to \$5,000 each. The  
22 Class Representative Service Award is in exchange for the General Release of the Plaintiffs' individual  
23 claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the  
24 requested Class Representative Service Award that is not awarded to the Class Representatives shall be  
25 reallocated to the cash portion of the Net Settlement and distributed to Participating Class Members as  
26 provided in this Agreement.

1           44.    Net Settlement for Payment of Class Claims. The Net Settlement will be used to pay the  
2 Participating Class Members Individual Settlement Recoveries in accordance with the terms of this  
3 Agreement. Subject to court approval, the estimated Net Settlement is as follows:

4	Gross Settlement Cash Portion	\$900,000
5	Gross Settlement Vouchers Available	\$500,000
6	Service Award (maximum):	\$15,000
7	Class Counsel's Fees (maximum):	\$462,000
8	Class Counsel's Costs (maximum):	\$16,500
9	Settlement Administration Costs (maximum):	\$105,000
10	<b>Estimated Net Settlement</b>	\$301,500 (cash); \$500,000 (available Vouchers)

11           45.    Settlement Administration Process. The Parties agree to cooperate in the administration of  
12 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred  
13 in administration of the Settlement. The Settlement Administrator will provide the following services:

- 14                   a)       Establish and maintain a Qualified Settlement Fund.
- 15                   b)       Calculate the Individual Settlement Recovery each Participating Class  
16 Member is eligible to receive.
- 17                   c)       Distribute the Notice and Publication Notice according to this Agreement.
- 18                   d)       Create and maintain a website according to this Agreement.
- 19                   e)       Process Requests for Exclusion, field inquiries from Class Members.
- 20                   f)       Issue settlement payments.
- 21                   g)       Provide declarations and/or other information to this Court as requested by  
22 the Parties and/or the Court.
- 23                   h)       Provide weekly status reports to counsel for the Parties.
- 24                   i)       Post a notice of final judgment online at the Settlement Administrator's  
25 website.

26           46.    Approval of Process by Settlement Administrator. Defendant shall confirm and approve the  
27 Settlement Administrator's calculation of Class Member or Participating Class Members Individual Settlement  
28 Recoveries within 10 business days of receipt from the Settlement Administrator. If Defendant fails to approve

1 such calculations within 10 business days, the Settlement Administrator may proceed with approval from Class  
2 Counsel alone.

3 47. Notice by Email. Within 7 calendar days after receiving the Class List from Defendant,  
4 the Settlement Administrator will email the Notice to Class Members using the most current, known email  
5 addresses identified in the Class List.

6 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
7 requirements listed herein in paragraph 50, it will be disregarded.

8 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Action  
9 must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response  
10 Deadline. The Request for Exclusion must include information sufficient to identify the Class Member  
11 and conclude that the Class Member wishes to exclude themselves from the settlement. Ideally, this would  
12 include (a) the Class Member's name, address, telephone number, and email address used to place the  
13 order and (b) a clear statement requesting to be excluded from the settlement of the class claims similar  
14 to the following: "I wish to exclude myself from the class settlement reached in the matter of *Ross, et al.*  
15 *v. Panda Restaurant Group, Inc.* I understand that by excluding myself, I will not receive money from  
16 the settlement of my individual claims." The date of the postmark on the return mailing envelope receipt  
17 confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely  
18 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify  
19 jointly to Class Counsel and Defendant's counsel the Requests for Exclusion that were timely submitted.  
20 All Class Members who do not request exclusion from the Action will be bound by all terms of the  
21 Settlement Agreement if the Settlement is granted final approval by the Court.

22 50. Defendant's Right to Rescind. If 10,000 or more of the Class Members elect not to  
23 participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all  
24 actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with  
25 Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement  
26 within 30 calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If  
27 Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement  
28 Administration Costs incurred to the date of rescission.

1           51.    Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
2 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for  
3 Exclusion in accordance with paragraph 50 will be bound by all of its terms, including those pertaining to  
4 the Released Claims, as well as the Judgment that will be entered by the Court if it grants final approval  
5 of the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or  
6 release.

7           52.    Objection Procedures. To object to the Settlement, a Participating Class Member must  
8 postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The  
9 Objection must be signed by the Participating Class Member and contain all information required by this  
10 Settlement Agreement including information sufficient to identify the Class Member and their intent to  
11 object to the Settlement. Ideally, this would include the Class Member's full name, address, telephone  
12 number, email address used to place the order, and the specific reason including any legal grounds for the  
13 Participating Class Members objection. The postmark date will be deemed the exclusive means for  
14 determining that the Notice of Objection is timely. Participating Class Members who fail to object in the  
15 manner specified above will be foreclosed from making a written objection but shall still have a right to  
16 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will  
17 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to  
18 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will  
19 not represent any Class Members with respect to any objections to this Settlement.

20           53.    Certification Reports Regarding Individual Settlement Recovery Calculations. The  
21 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which  
22 explains: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the  
23 number of bounce-backs from invalid email addresses; (c) whether any Class Member has submitted a  
24 challenge to any information contained in the Notice; (d) whether any other correspondence has been  
25 received from actual or purported Class members; and (e) website traffic [as applicable]. Additionally,  
26 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the  
27 administration of the Settlement Agreement as needed or requested.

28           54.    Administration of Taxes by the Settlement Administrator. The Settlement Administrator

1 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any 1099 or  
2 other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

3 55. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of  
4 the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any  
5 statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.  
6 Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for  
7 the payment of any taxes and penalties assessed on the payments described herein.

8 56. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the  
9 “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other  
10 party”) acknowledges and agrees that: (a) no provision of this Agreement, and no written communication  
11 or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be,  
12 nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice  
13 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (b)  
14 the acknowledging party (i) has relied exclusively upon his, her or its own, independent legal and tax  
15 counsel for advice (including tax advice) in connection with this Agreement, (ii) has not entered into this  
16 Agreement based upon the recommendation of any other party or any attorney or advisor to any other  
17 party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to  
18 any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (c) no  
19 attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any  
20 such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon  
21 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including  
22 any transaction contemplated by this Agreement.

23 57. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that  
24 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
25 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or  
26 right herein released and discharged.

27 58. Release by Participating Class Members. Upon remittance of the cash portion of the Gross  
28 Settlement by Defendant to the Settlement Administrator, Participating Class Members shall be deemed

1 to have fully released and discharged the Released Parties from any and all Released Claims for the Class  
2 Period. This release shall be binding on all Participating Class Members.

3 59. Release of Additional Claims & Rights by Plaintiffs. Upon the funding of the cash portion  
4 of the Gross Settlement, Class Representatives agree—on behalf of themselves only—to the additional  
5 general release discussed in this paragraph. In consideration of Defendant’s promises and agreements as  
6 set forth herein (including the Class Representative Incentive Awards), the sufficiency of which is  
7 expressly acknowledged, each Plaintiff hereby fully releases the Released Parties from any and all  
8 Released Claims and also generally releases and discharges the Released Parties from any and all claims,  
9 demands, obligations, causes of action, rights, or liabilities of any kind, known or unknown, foreseen or  
10 unforeseen, which have been or could have been asserted against the Released Parties at any time during  
11 the Class Period. This release specifically includes any and all claims, demands, obligations and/or causes  
12 of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except as provided by  
13 the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether  
14 or not known or suspected to exist, and whether or not specifically or particularly described herein.  
15 Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which  
16 provides:

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

22 60. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally  
23 approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of  
24 this Settlement Agreement, such as granting the motion to amend the complaint in the *Ross* action; (c) the  
25 *Scott* court does not grant dismissal of the *Scott* Action; or (d) the Settlement does not become final as  
26 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
27 documents generated to bring it into effect, will be null and void, all amounts deposited into the qualified  
28 settlement fund will be returned to Defendant, and the Parties shall be returned to their original respective



1 positions. Should the Court fail to approve this settlement for any reason, the Parties agree that they will  
2 return to and attend mediation with a mutually agreed upon mediator in an effort to reach a settlement that  
3 may be approved by the Court. Any failure by the Court to fully and completely approve the Agreement  
4 as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations  
5 under this Settlement Agreement, being nullified and voided.

6 61. Preliminary Approval Hearing. Plaintiffs will reserve a hearing before the Court to request  
7 Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for:  
8 (a) conditional certification of the Settlement Class for settlement purposes only; (b) Preliminary Approval  
9 of the proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness  
10 Hearing. The Preliminary Approval Order will provide for the Notice and Publication Notice to be  
11 distributed as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will  
12 submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice  
13 attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain  
14 preliminary approval and will provide these papers to Defendant 10 business days in advance of such  
15 filing. Defendant may review and suggest revisions to Plaintiffs' Motion for Preliminary Approval, which  
16 Plaintiffs will consider. Defendant agrees that it will not oppose Plaintiffs' Motion for Preliminary  
17 Approval, but reserves the right to file its own brief in support of preliminary approval. Defendant shall  
18 not seek to delay the hearings on this motion for more than 30 calendar days from the date obtained by  
19 Plaintiffs.

20 62. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to  
21 postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a  
22 Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement  
23 Agreement along with the amounts properly payable for: (a) Individual Settlement Recoveries; (b) the Attorneys'  
24 Fees and Costs; (c) the Class Representative Service Awards; and (d) the Settlement Administration Costs. Class  
25 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Plaintiffs will provide  
26 these papers to Defendant 10 business days in advance of such filing. Defendant may review and suggest  
27 revisions to Plaintiffs' Motion for Final Approval, which Plaintiffs will consider. Defendant agrees that  
28 it will not oppose Plaintiffs' Motion for Final Approval, but reserves its right to file its own brief in support

1 of final approval. Defendant shall not seek to delay such hearing for more than 30 calendar days from the  
2 date set by the Court.

3         63.     Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court  
4 or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court  
5 for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for  
6 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b)  
7 Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court  
8 rules or as set forth in this Settlement. The Judgment shall state that it is a Judgment on Settlement and  
9 makes no finding of liability.

10         64.     Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.  
12 Any Exhibits to this Settlement are an integral part of the Settlement.

13         65.     Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
15 may be deemed binding on the Parties.

16         66.     Amendment or Modification. This Settlement Agreement may be amended or modified  
17 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

18         67.     Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
19 represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to  
21 this Settlement Agreement to effectuate its terms and to execute any other documents required to  
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
23 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to  
24 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
26 may seek the assistance of the Court to resolve such disagreement.

27         68.     Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and  
28 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1           69.    California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will  
2 be governed by and interpreted according to the laws of the State of California.

3           70.    Execution and Counterparts. This Settlement Agreement is subject only to the execution  
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
5 executed counterparts and each of them, including scanned copies of the signature page, will be deemed  
6 to be one and the same instrument.

7           71.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
9 Settlement after arm’s-length negotiations and in the context of adversarial litigation, taking into account  
10 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
11 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
12 fairness and reasonableness of this Settlement.

13           72.    Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the  
14 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
15 applicable precedents so as to interpret all provisions of this Agreement as valid and enforceable.

16           73.    Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
17 certification for purposes of this Settlement only; except, however, that either party may appeal any court  
18 order that materially alters the Settlement Agreement’s terms.

19           74.    Class Action Certification for Settlement Purposes Only. The Parties agree to class action  
20 certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the  
21 stipulation to certification will be void. The Parties further agree that certification for purposes of the  
22 Settlement is not an admission that class action certification is proper under the standards applied to  
23 contested certification motions and that this Agreement will not be admissible in this or any other  
24 proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to  
25 Plaintiffs or any Class Member, other than according to the Settlement’s terms.

26           75.    Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute  
27 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering  
28 into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state,

1 or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other  
2 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;  
3 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to  
4 purchases of their products or services. Neither this Agreement, nor any of its terms or provisions, nor  
5 any of the negotiations connected with it, shall be construed as an admission or concession by Defendant  
6 of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding  
7 to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered  
8 or received as evidence in any action or proceeding to establish any liability or admission on the part of  
9 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance  
10 with, federal, state, local or other applicable law.

11 76. Captions. The captions and section numbers in this Agreement are inserted for the reader's  
12 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this  
13 Agreement.

14 77. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
15 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute  
16 a further waiver by such party of the same or any other condition, covenant, right or remedy.

17 78. Enforcement Action. In the event that one or more of the Parties institutes any legal action  
18 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to  
19 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to  
20 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert  
21 witness fees incurred in connection with any enforcement actions.

22 79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
23 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
24 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of  
25 the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all  
26 Parties have contributed to the preparation of this Settlement Agreement.

27 80. Representation by Counsel. The Parties acknowledge that they have been represented by  
28 counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement

1 has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and  
2 Class Counsel warrant and represent that there are no liens on the Agreement.

3 81. All Terms Subject to Final Court Approval. All amounts and procedures described in this  
4 Settlement Agreement herein will be subject to final Court approval.

5 82. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate to  
6 promote participation in the Settlement, and in seeking Court approval of the Settlement. The Parties and  
7 their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to  
8 the Settlement.

9 83. Confidentiality. The Parties and their counsel agree to keep the terms of the Settlement  
10 confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel,  
11 Defendant and their counsel agree that they will not issue any press releases, initiate any contact with the  
12 press, respond to any press inquiry or have any communication with the press about this Action at all,  
13 including the amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall  
14 limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of  
15 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit  
16 Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

17 84. Binding Agreement. The Parties warrant that they understand and have full authority to  
18 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
19 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
20 enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply  
21 under federal or state law.

22 Dated: 5/3/2023

PLAINTIFF

By: \_\_\_\_\_

Jeff Ross

DocuSigned by:

*Jeffrey Ross*

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26 Dated: 5/4/2023

PLAINTIFF

By: \_\_\_\_\_

Roxanne Oliveira

DocuSigned by:


*Roxanne Oliveira*

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Dated: \_\_\_\_\_

PLAINTIFF

By:   
Natasha Scott

Dated: \_\_\_\_\_

DEFENDANT

PANDA RESTAURANT GROUP, INC.

By: \_\_\_\_\_  
Peggy Cherng  
Co-Founder, Co-Chairman, and Co-CEO  
Panda Restaurant Group, Inc.

Approved as to Form:

Dated: 5/3/2023

KALIELGOLD PLLC

By:   
Jeffrey Kaliel  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

GREENBERG TRAURIG, LLP

By: \_\_\_\_\_  
Mark Kemple  
Attorneys for Defendant

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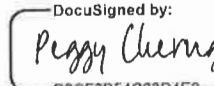
PLAINTIFF

By: \_\_\_\_\_  
Natasha Scott

Dated: May 8, 2023

DEFENDANT

PANDA RESTAURANT GROUP, INC.

By:  \_\_\_\_\_  
Peggy Cherng  
Co-Founder, Co-Chairman, and Co-CEO  
Panda Restaurant Group, Inc.

Approved as to Form:

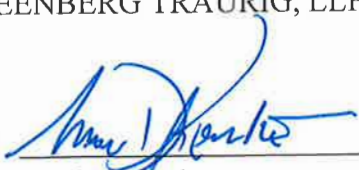
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KALIELGOLD PLLC

By: \_\_\_\_\_  
Jeffrey Kaliel  
Attorneys for Plaintiffs

Dated: May 11, 2023

GREENBERG TRAURIG, LLP

By:  \_\_\_\_\_  
Mark Kemple  
Attorneys for Defendant