

SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), is made and entered into by Plaintiff Ronghui Lee (the “Named Plaintiff”) and the certified class he represents, and Defendant HungryPanda US Inc. (“HungryPanda” or “Defendant”) (collectively, “the Parties”), to settle and completely resolve the action captioned *Lee v. HungryPanda US Inc.*, Case No. CIVSB2126633 (San Bernardino County Superior Court) (the “Action”).

I. RECITALS

1. WHEREAS, on September 2, 2021, Named Plaintiff filed the Action against HungryPanda in San Bernardino Superior Court;

2. WHEREAS, on November 29, 2021, Named Plaintiff filed a first amended complaint;

3. WHEREAS, on May 20, 2022, the Court entered a default against HungryPanda;

4. WHEREAS, on February 9, 2023, the Court denied HungryPanda’s motion to set aside default in the Action;

5. WHEREAS, on May 9, 2023, the Court certified a class consisting of individuals currently or formerly employed by Defendant as an independent contractor in the title of Driver, Contractor, or other similar titles/duties who performed deliveries for Defendant and/or its customers in California;

6. WHEREAS, class notice was sent to the class and eighteen (18) individuals sent notices opting out of the class;

7. WHEREAS, on February 26, 2024, Named Plaintiff and Defendant attended a mediation session with experienced professional mediator Hunter Hughes, and, in preparation for the mediation, engaged in informal exchanges of information and data, which enabled a thorough evaluation of the claims, and the likely outcomes, risks, and expense of pursuing litigation;

8. WHEREAS, following mediation, the Parties reached an agreement in principle to resolve the Action;

9. WHEREAS, HungryPanda has committed to Plaintiffs that it will make reasonable efforts to produce accurate Class Data (as defined below), without guaranteeing the Class Data accuracy

10. WHEREAS, the Parties now wish to resolve the Action pursuant to the terms of this Agreement.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below:

11. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class Counsel for litigation and resolution of the Action, and all reasonable costs incurred by Class Counsel in the Action as outlined in this Agreement. Subject to review and approval by the Court, Class Counsel may request attorneys’ fees not to exceed \$500,000.00 (33.3% of the total Gross Settlement Fund), which shall be paid from the Gross Settlement Fund. Subject to review and approval by the Court, Class Counsel may request up to \$25,000.00 to cover the Class Counsel’s actual and documented costs, which shall be subject to proof, and which shall be paid from the Gross Settlement Fund.

12. “Class Counsel” means Becerra Law Firm and Gleason & Favarote LLP.

13. “Class Counsel Award” means any attorneys’ fees, expenses or costs awarded to Class Counsel by the Court.

14. “Class List” means a confidential list of all Class Members. The Class List will include information sufficient to calculate the number of “weeks worked” or “workweeks” that each Class Member worked during the Class Period and the number of pay periods worked during the PAGA Period according to HungryPanda’s records, plus (to the extent the information is reasonably available to HungryPanda in an electronic format), each Class Members’ last known

current address and Social Security number/Taxpayer Identification number (collectively, the “Class Data”).

15. “Class Period” means the period from September 2, 2017 through May 9, 2023.

16. “Certified Class” or “Class Members” means: All individuals currently or formerly employed by Defendant as an independent contractor in the title of Driver, Contractor, or other similar titles/duties who performed deliveries for Defendant and/or its customers in California at any time within the Class Period that did not opt-out.

17. “Court” means the Superior Court of California for the County of San Bernardino.

18. “Effective Date” means the later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to final approval, the date upon which the Court enters an order granting Final Approval of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals timely filed or the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved without material modification.

19. “Final Approval” means the entry of an order that the Named Plaintiff and HungryPanda will jointly seek from the Court, and the entry of which shall reflect the Court’s Judgment finally approving the Settlement Agreement.

20. “Final Approval Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the date the Settlement Administrator mails Notice Packets to Class Members for purposes of: (i) entering Final Approval; (ii) determining whether the Settlement Agreement shall be approved as fair, reasonable, and adequate; and (iii) ruling upon an application by Class Counsel for Attorneys’ Fees and Costs and Named Plaintiff’s Service Payment.

21. “Gross Settlement Fund” means the maximum total amount of the settlement, which shall be \$1,500,000.00. This sum shall include all payments made to Class Members and PAGA Class Members, the Service Payment, all Settlement Administration Costs, Class Members’ shares of any applicable tax payments, all Attorneys’ Fees and Costs, the LWDA

Payment for a release of the California Labor Code Private Attorneys General Act claims, and any and all costs associated with administration and distribution of the settlement fund. Except as provided herein, each side is to bear its own fees and costs. In no event will HungryPanda be required to pay more than the amount of the Gross Settlement Fund. The Gross Settlement Fund was calculated with, and is premised on, the understanding that there are 3,323 Class Members who worked 44,095 workweeks between September 2, 2017 and May 9, 2023, and for 37,526 pay periods during the PAGA liability period.

22. “Individual Settlement Payment” means each Class Member’s respective share of the Net Settlement Amount.

23. “Individual PAGA Payment” means each PAGA Class Member’s respective share of the 25% of the PAGA Settlement Amount allocated to PAGA Class Members.

24. The “Net Settlement Amount” shall be the Gross Settlement Fund less the Attorneys’ Fees and Costs, the Service Payment, the LWDA Payment, PAGA Settlement Payments, and administration costs, as approved by the Court. The Net Settlement Amount shall be available for distribution to the Certified Class on a pro rata basis based on the number of workweeks worked during the Class Period (“Class Member Payments”).

25. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, address, and signature; (ii) the case name and case number; and (iii) the grounds for the objection. Unless the Court orders otherwise, any Class Member who does not submit a timely written objection to the Settlement, who fails to appear at the Final Approval Hearing to lodge his or her objection, or who fails to otherwise comply with the specific and technical requirements of this Paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

26. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**. Named Plaintiff’s counsel’s will provide HungryPanda’s counsel an opportunity to review the class notice.

27. “PAGA Period” means the period from September 20, 2020 through May 9, 2023.

28. “PAGA Settlement Amount” means the total of \$150,000.00 for resolution of the PAGA claims, with 75% payable to the California Labor & Workforce Development Agency (“LWDA Payment”) and 25% payable to the PAGA Class. The portion of the PAGA Settlement Amount payable to the PAGA Class shall be distributed on a pro rata basis based on the number of pay periods worked during the PAGA Period (“PAGA Settlement Payments”). PAGA Settlement payments will be treated 100% as penalties and reported on an IRS Form 1099.

29. “PAGA Class” or “PAGA Class Members” means the members of the Certified Class as defined above who performed deliveries for Defendant and/or its customers in California at any time during the period from September 20, 2020 through May 9, 2023.

30. “Preliminary Approval” means the Court order granting preliminary approval of this Settlement Agreement.

31. “Released Class Claims”: Upon final approval of the Long Form Agreement and Defendant’s complete funding of the settlement, each Class Member will release the Released Parties (defined below) of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation claims for: (1) willful misclassification in violation of Labor Code § 226.8, (2) failure to pay all wages due in violation of Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation §11010 and the IWC Wage Orders, (3) failure to pay timely wages in violation of Labor Codes §§ 204, 206, 206.5, 207, 209, 210 and 215, (4) failure to pay minimum wage in violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation § 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation of Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in violation of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, §11070, (7) failure to provide rest periods in violation of Labor Codes §§ 226.7, 512, 1198, the IWC Wage Orders, and Code of Regulation Title 8, §11090(11), (8) unlawful deduction of wages and wage theft in violation of Labor Codes §§ 221-224, 400-410, 450-452, 1198, 2928 and the IWC Wage Orders, (9) failure to

reimburse business expenses in violation of Labor Code § 2802, (10) failure to pay wages at termination in violation of Labor Codes §§ 201-203, (11) failure to provide itemized wage statements and accurate time records in violation of Labor Codes §§ 226, 1174(d), (12) violation of California's Unfair Competition Law, Business & Professions Codes §§ 16600, §17200-17208. Out of an abundance of caution, the Released Class Claims include any claims based on the identical factual predicate as that underlying the claims in the Action. The period of the Released Class Claims shall extend to the limits of the Release Period.

32. "Released PAGA Claims": Upon final approval of the Long Form Agreement and Defendant's complete funding of the settlement, each PAGA Class Member will release the Released Parties of all claims pursuant to the California Labor Code Private Attorneys General Act (codified in Labor Code § 2698 *et seq.*) based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation PAGA claims for: (1) willful misclassification in violation of Labor Code § 226.8, (2) failure to pay all wages due in violation of Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation §11010 and the IWC Wage Orders, (3) failure to pay timely wages in violation of Labor Codes §§ 204, 206, 206.5, 207, 209, 210 and 215, (4) failure to pay minimum wage in violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation § 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation of Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in violation of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, §11070, (7) failure to provide rest periods in violation of Labor Codes §§ 226.7, 512, 1198, the IWC Wage Orders, and Code of Regulation Title 8, §11090(11), (8) unlawful deduction of wages and wage theft in violation of Labor Codes §§ 221-224, 400-410, 450-452, 1198, 2928 and the IWC Wage Orders, (9) failure to reimburse business expenses in violation of Labor Code § 2802, (10) failure to pay wages at termination in violation of Labor Codes §§ 201-203, (11) failure to provide itemized wage statements and accurate time records in violation of Labor Codes §§ 226, 1174(d). Out of an abundance of caution, the Released PAGA Claims include any claims based on the identical factual

predicate as that underlying the claims in the Action. The period of the Released PAGA Claims shall extend to the limits of the Release Period.

33. “Released Claims” means the Released Class Claims and the Released PAGA Claims.

34. “Released Parties” means HungryPanda and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

35. “Release Period” shall be the period of September 2, 2017 to July 1, 2024, or the date of Preliminary Approval, whichever date is earlier.

36. “Response Deadline” means the deadline by which Class Members must postmark or fax to any Notices of Objection or disputes to workweeks. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

37. “Settlement Administration Costs” means all reasonable costs for claims administrator services (including mailing of notice), which shall be subject to proof, to be provided by the Settlement Administrator, in an amount not to exceed \$27,000.00. The Settlement Administrator will also handle all of the printing, mailing, and processing of all Class Member and PAGA Class Member 1099 forms, perform TIN/SSN matching, and all other verification processes to ensure accuracy and prevent duplications before distributing funds. The Settlement Administration Costs will be paid from the Gross Settlement Fund. In the event the allocated Settlement Administration Costs exceed the actual costs incurred by the Settlement Administrator, the difference shall be a part of the Net Settlement Amount and distributed the Class Members.

38. “Settlement Administrator” means ILYM Group, which the Parties have agreed to, subject to approval by the Court for the purposes of administering this Settlement. 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.

39. “Service Payment” means the amount to be paid to Named Plaintiff, subject to final approval by the Court, in recognition of his effort and work in prosecuting the Action on behalf of Class Members. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Named Plaintiff will request Court approval of a Service Payment of \$10,000.00. The Service Payment shall be treated 100% as non-wages and reported on an IRS Form 1099.

III. TERMS OF AGREEMENT

40. Preliminary Approval Motion. The Parties agree to present the Settlement for Preliminary Approval, and consent to continued jurisdiction if Preliminary Approval is granted, in the Court, and Named Plaintiff further agrees to endeavor in good faith to file a Motion for Preliminary Approval, including all executed and necessary exhibits, within thirty (30) calendar days of executing this Settlement Agreement.

41. Funding of the Gross Settlement Fund. Defendant will pay the Gross Settlement Fund amount as follows: First payment of \$500,000 due within 10 calendar days of Final Approval, with the remaining \$1,000,000 due within 6 months after the first payment (“Final Payment Date”). These funds are to be deposited in an escrow account managed by the Settlement Administrator.

42. Non-Reversionary Settlement. Class Members are entitled to one hundred percent (100%) of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount, including any increase in the Net Settlement Amount resulting from a reduction in the Service Payment, Class Counsel Award, the PAGA Settlement Amount, and/or the Settlement Administration Costs. If there are any reductions in the Service Payment, Class Counsel Award, the PAGA Settlement Amount, and/or the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for

each Class Member so that the amount actually distributed to Class Members equals one hundred percent (100%) of the corresponding Net Settlement Amount.

43. Conditions. Settlement is conditioned upon the releases described herein. Defendant agrees to waive all rights to appeal the default that was entered by the Court on May 20, 2022, as a part of this Agreement, and agrees to waive its right to appeal Final Approval of the Settlement. No party waives any right to bring a claim that another party breached the terms of the Settlement.

44. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for the Attorneys' Fees and Costs, as defined above.

45. Service Payment. Named Plaintiff shall apply to the Court for the Service Payment, as defined above. The Service Payment will be paid from the Gross Settlement Fund and will be in addition to Named Plaintiff's Individual Settlement Payment paid pursuant to the Settlement Agreement. The Settlement Administrator shall issue an IRS Form 1099 to Named Plaintiff reflecting his Service Payment. Named Plaintiff agrees to assume responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law to be paid by him, if any, from his Service Payment. Named Plaintiff is not responsible for any share of taxes owed by Defendant.¹

46. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the PAGA Settlement Amount will be designated for satisfaction of Named Plaintiff's and PAGA Class Members' PAGA claims in this case.

47. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount to Class Members on a pro rata basis depending on the number of "weeks worked" or "workweeks" (defined as any calendar week

¹ For clarity, as provided in Paragraph 65, if the Court prohibits the Parties from reporting payments on IRS Form 1099s and HungryPanda is required to pay or withhold payroll taxes, then the Parties agree to meet and confer to try to find a mutually agreeable solution. If the Parties cannot agree to a solution, then HungryPanda has the right to terminate the settlement; in that scenario, HungryPanda will be responsible for paying all settlement administration costs incurred as of the date of the termination.

during the Class Period) in which a Class Member performed at least one day of work for Defendant. Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

48. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the 25% portion of the PAGA Settlement Amount allocated to PAGA Class Members on a pro rata basis depending on the number of pay periods in which a PAGA Class Member performed at least one day of work for Defendant during the PAGA Period. PAGA Class Members do not need to submit a claim to participate in the PAGA portion of the Settlement.

49. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

50. Notice to Labor and Workforce Development Agency. Within ten (10) calendar days of the entry of the Court's order granting Preliminary Approval, Class Counsel will notify the LWDA of that order consistent with Labor Code sections 2699(1)(2)–(3).

51. Preparation of Class Data. Within thirty (30) calendar days of the entry of the Court's order granting Preliminary Approval, Defendant will provide the Settlement Administrator and Class Counsel with Class Data sufficient to calculate the number of “weeks worked” or “workweeks” that each Class Member worked during the Class Period and the number of pay periods worked during the PAGA Period according to HungryPanda's records. The Class Data provided to the Settlement Administrator and Class Counsel will be treated as confidential and will not be disclosed to anyone, except as may be required to applicable tax authorities or otherwise as required by law, pursuant to HungryPanda's express written consent, or by order of the Court.

52. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the Class Data from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

53. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail within three (3) business days of receipt to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such remailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address, and/or Social Security number/Taxpayer Identification number of the Class Member involved, and will then perform a single re-mailing within three (3) business days of receipt. Class Members will have until the later of ten (10) calendar days from the date of the re-mailing or the Response Deadline, to submit a Notice of Objection or workweeks dispute.

54. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement Agreement's principal terms; (iii) the settlement class definition; (iv) the total number of workweeks each respective Class Member worked for HungryPanda during the Class Period; (v) the total number of pay periods each PAGA Class Member worked for Hungry Panda during the PAGA Period; (vi) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vii) each PAGA Class Member's estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (viii) the dates which comprise the Class Period and the PAGA Period; (ix) instructions on how to submit Notices of Objection and workweeks disputes; (x) the deadlines by which the Class Member must postmark or fax Notices of Objection and workweeks disputes; (xi) the claims to be released; and (xii) the Settlement Administrator's contact information, including the website address where the electronic versions of the materials in the Notice Packet will be available. The Parties' proposed Notice Packet is attached hereto as **Exhibit A**.

55. Disputed Information in Notice Packets. Class Members will have an opportunity to dispute the individualized information provided in their Notice Packets. To the extent Class Members dispute their work dates or the number of workweeks or pay periods on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate by the Response Deadline. The Settlement Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided by the Settlement Administrator within fifteen (15) business days of the Response Deadline.

56. Releases. Upon final approval of the Long Form Agreement and Defendant's complete funding of the settlement, each Class Member will release the Released Parties of the Released Class Claims and the Released PAGA Claims.

57. Cooperation. So long as HungryPanda is not in default of its payment obligations under this settlement, if a Class Member or PAGA Class Member brings an action for a Released Claim, Class Counsel will cooperate with HungryPanda's counsel to obtain dismissal of those claims (with each Party responsible for its own attorneys' fees).

58. No Additional Opt Outs. Other than the eighteen (18) individuals who submitted opt outs of the Certified Class, no additional opt outs will be permitted.

59. Notice of Objection Procedures. To object to the Settlement Agreement, a Class Member must mail or fax a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark or fax-stamp date will be deemed the exclusive means for determining that the Notice of Objection is timely. The Settlement Administrator will notify any person from whom it receives a Notice of Objection that is not timely and/or valid if, in fact, such Notice of Objection is not timely and/or valid. Any disputes regarding the timeliness, validity or effectiveness of a Notice of Objection shall be decided by the Settlement Administrator consistent with the terms of this Agreement, and with the Parties' input, if

appropriate. Class Members who fail to object in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement, unless they appear at the Final Approval Hearing and state their objection at that time. Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections heard by the Court. If the Court permits, Class Members who have not submitted a written Notice of Objection in compliance with the Settlement Agreement may still appear at the Final Approval Hearing and present their objections. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

60. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that identifies the number of Class Members who have objected to the Settlement, and whether any Class Member has submitted a challenge to any information contained in his or her Notice Packet. Additionally, the Settlement Administrator will provide counsel for both Parties with any updated reports regarding the administration of the Settlement Agreement as needed or requested, as consistent with the terms of the Settlement Agreement.

61. Distribution Timing of Payments. Within twenty-one (21) calendar days of the later of the Final Payment Date or the Effective Date, the Settlement Administrator will issue the LWDA Payment to the LWDA, the Individual Settlement Payments and Individual PAGA Payments to the Class Members, the Class Counsel Award to Class Counsel, and the Service Payment to Named Plaintiff. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement in the amount approved by the Court.

62. Un-cashed Settlement Checks. Individual Settlement Payment and/or Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar

days after issuance will be void. Funds from the uncashed checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 et seq., for the benefits of those Class Members and PAGA Class Members who did not cash their checks, until such time they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code Section 384, as the entire Net Settlement Amount (plus the PAGA Settlement Amount) will be paid to the Class Members and PAGA Class Members, whether or not they all cash their Individual Settlement Payment and/or Individual PAGA Payment checks.

63. Certification of Completion. Upon completion of the administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

64. Hungry Panda’s Financial Information. Defendant will file the following financial documents with the Court under seal as part of the settlement approval process.

- (i) HungryPanda’s California and Federal tax returns for the last 2 years (2023 and 2022). If the 2023 returns are not available by the time Plaintiff files his motion for preliminary approval, HungryPanda will provide the 2021 and 2022 tax returns.
- (ii) HungryPanda’s profit and loss statements for the last two years (2023 and 2022).
- (iii) HungryPanda’s balance sheets for the last two years (2023 and 2022).

HungryPanda’s accountants will also provide certified copies of the aforementioned documents to Class Counsel accountants and/or financial expert.

65. Taxes. Named Plaintiff, Class Member and PAGA Class Member payments will not be reduced by any employer or employee tax withholdings. Named Plaintiff, Class Members, and PAGA Class Members will be responsible for any of their individual federal, state, and/or local tax obligations and/or consequences that may arise out of the payments made pursuant to this settlement. If the Court prohibits the Parties from reporting payments on IRS Form 1099s and

HungryPanda is required to pay or withhold payroll taxes, then the Parties agree to meet and confer to try to find a mutually agreeable solution. If the Parties cannot agree to a solution, then HungryPanda has the right to terminate the settlement; in that scenario, HungryPanda will be responsible for paying all settlement administration costs incurred as of the date of the termination.

66. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Neither this Agreement, nor any of its attachments, should be interpreted to contain or constitute representations or advice regarding any U.S. federal or state tax issue. Class Members will be specifically informed that neither Defendant nor Class Counsel make any representations regarding the tax implications of any amounts paid under this Settlement Agreement and that if Class Members have any questions regarding those implications, they can and should consult a tax expert. It is expressly understood that Named Plaintiff, Class Members, PAGA Class Members, and Class Counsel are not responsible for any of HungryPanda's own required tax payments.

67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Named Plaintiff, Class Members, and Class Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

68. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY," AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR

PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

70. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, except as expressly agreed upon in writing by the Parties, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

71. Termination of Settlement Agreement. Named Plaintiff and Defendant will each have the right to unilaterally terminate this Settlement Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within ten (10) business

days of any of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to address any issues the Court raises in connection with issuing Preliminary and/or Final Approval of the Settlement:

- (a) the Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval or a Final Approval with respect to the Settlement Agreement and the Parties are not permitted to remedy any deficiencies the Court identifies;
- (b) an appellate court reverses the Final Approval, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- (c) any court incorporates terms into, or deletes or strikes terms from, or modifies, amends, or changes the Preliminary Approval, the Final Approval, or the Settlement Agreement in a way that Named Plaintiff or Defendant reasonably consider material, unless the modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court's approval of Attorneys' Fees and Costs, Class Counsel Awards, and the Service Payment, or their amounts, is not a condition of the Settlement Agreement; or
- (d) as provided for in paragraph 65 (Taxes).

72. Preliminary Approval Hearing. Named Plaintiff will obtain a hearing date before the Court to request Preliminary Approval and the entry of an order: (i) granting preliminary approval to the proposed Settlement Agreement; (ii) setting a deadline for Class Counsel to file an application for attorney's fees and costs and an application for the Service Payment; and (iii) setting a date for a Final Approval Hearing. The Preliminary Approval order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Named Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, which will include

the proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.

73. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Notices of Objection (and no earlier than one hundred (100) calendar days after the date on which Named Plaintiff files his motion for Preliminary Approval) and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the PAGA Settlement Amount; (iii) the Service Payment; (iv) the Class Counsel Award; and (v) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting the Class Counsel Award and Service Payment application to be heard at the Final Approval Hearing, which may be filed concurrently with a motion requesting final approval.

74. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval Hearing, the Parties will present a proposed form of Judgment to the Court for its approval, which Class Counsel shall submit to the Court that (i) approves the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, adequate, and directing consummation of its terms and provisions; (ii) approving Class Counsel's application for an award of attorney's fees and costs; (iii) approving the Service Payment; (iv) approving the PAGA Settlement Amount; (v) the Settlement Administrator's fees from the Gross Settlement Amount; and (vi) barring all Class Members from prosecuting against the Released Parties, or any of them, any of the Released Claims. As required by California Rule of Court 3.769(h), after entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

75. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as

though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

76. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms and, should this Settlement Agreement receive Final Approval, its terms will supersede all prior written or oral agreements between the Parties.

77. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

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

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

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

81. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. Electronic or facsimile signatures will be accepted as an original signature. All executed counterparts and each of them will be deemed to be one and the same instrument.

Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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

84. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any award of attorneys' fees, costs, and expenses as provided herein, Named Plaintiff and Defendant hereby waive their right to appeal or seek other judicial review of any order that is materially consistent with the terms of this Settlement Agreement.

85. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. A statement regarding Defendant's denial of liability shall be included in the notice sent to Class Members and PAGA Class Members. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant

of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

86. Media Restrictions. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the facts, amount, or terms of the Settlement. Prior to the Court's preliminary approval of the Agreement neither Named Plaintiff nor their counsel shall publicize the terms of this Agreement in any medium, or initiate or issue any press release or have any communications to the press or media concerning the lawsuit, or the settlement of the lawsuit, except as posted by the Settlement Administrator in accordance with this Agreement, as ordered by the Court, or unless otherwise required by law. If counsel for any of the Parties receives an inquiry about the settlement from the media prior to final approval of the Agreement, counsel may respond by confirming the terms of the settlement which are publicly available. Notwithstanding the foregoing, nothing will prevent Named Plaintiff's counsel from communicating confidentially with Class Members as necessary to fulfill their obligations as class counsel. The Parties and their counsel agree that they will not disparage or encourage or induce others to disparage the other Party.

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

88. Disputes Regarding Settlement Agreement. Any disputes arising out of or relating to this Agreement will be submitted to Hunter Hughes or a mutually agreeable mediator for mediation. The Parties will equally split the costs of the mediator, and the Parties will bear their own attorneys' fees and other costs incurred.

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

90. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the advice of counsel. Further, Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

92. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

93. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, with retention of jurisdiction by the Court as provided therein, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

Agreed to this __ day of July, 2024.

09/07/2024

Dated: July __, 2024

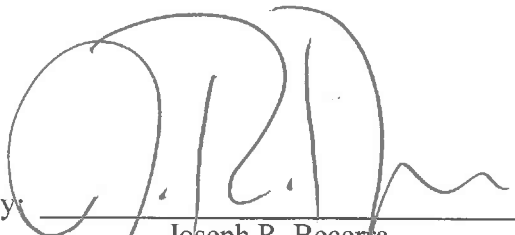
By: 
Ronghui Lee (Jul 9, 2024 04:38 PDT)
Ronghui Lee
Plaintiff and Class Representative

Dated: July _7_, 2024

By: Kelu Liu
HungryPanda US Inc.

Approval as to Form and Content by Counsel:

Dated: July 8, 2024

By: 
Joseph R. Becerra
Torey Joseph Favarote
Attorneys for Plaintiff Ronghui Lee and the
Certified Class

Dated: July 8, 2024

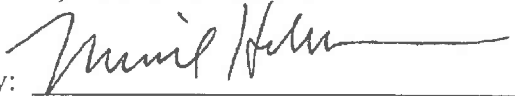
Gibson, Dunn & Crutcher LLP
By: 
Michael Holecek
Attorneys for Defendant HungryPanda US Inc.

EXHIBIT A
(Notice of Class and PAGA Action
Settlement)

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

This is an Official Court Notice of a Proposed Settlement in the following lawsuit:
Lee v. HungryPanda US Inc., San Bernardino County Superior Court Case No.
CIVSB2126633

Name [insert name]

Correction to Address Needed?

Address [insert address]

Contact the Settlement Administrator.

CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the “Settlement”) has been reached in the above-referenced class and representative action lawsuit that was certified by the Court on May 9, 2023 and is currently pending in the Superior Court for the County of San Bernardino (the “Action”). Because your rights may be affected by this Settlement, it is important that you read this notice carefully.

Records show that you are a member of the class of employees certified by the Court in this Action on May 9, 2023. You are a class member because you: (i) performed deliveries for HungryPanda US Inc. (“HungryPanda”) under the title of Driver, Contractor, or other similar position in California at some point during the period from September 2, 2017 through May 9, 2023, and (ii) did not request to be excluded from that class (“Class” or “Class Member”). After certification, plaintiff Ronghui Lee (“Plaintiff”) and HungryPanda reached a proposed Settlement on behalf of all Class Members for all alleged claims in the period September 2, 2017 through July 1, 2024 (the “Class Period”). Because you are a Class Member, you are entitled to participate in the Settlement discussed in this notice and receive a settlement payment.

Based on information contained in HungryPanda’s records, you worked [insert number] weeks during the Class Period and thus are eligible to receive a class settlement payment in the gross estimated amount of \$[insert amount]. Plaintiff has also sued under the Private Attorneys General Act of 2004 Labor Code § 2698 et seq. (“PAGA”) seeking civil penalties for the same claims. Based on information contained in HungryPanda’s records, you worked [insert number] pay periods during the PAGA Period of September 20, 2020 through May 9, 2023 and thus are eligible to receive a PAGA settlement payment in the gross estimated amount of \$[insert amount].

As explained in more detail below, ***you do not need to take any action to receive your Settlement payment.*** As a Class Member, you will receive Settlement funds and be bound by the release of any claims described in this notice.

A. PURPOSE OF THIS NOTICE

On May 9, 2023, the Court certified the following class: All individuals currently or formerly employed by HungryPanda as an independent contractor in the title of Driver, Contractor, or other similar titles/duties who performed deliveries for Defendant and/or its customers in California at any

time within the Class Period that did not opt-out. (“Class”). After certification, notice was sent to the Class, informing the Class Members of their right to request exclusion from the Class by “opting out.” You are getting this notice because you are a Class Member—i.e., you performed deliveries for HungryPanda in California during the Class Period and did not opt out of the Class.

Plaintiff and HungryPanda reached a proposed Settlement on behalf of all Class Members for the Class Period. This notice is intended to inform you of the class action Settlement and your options (*i.e.*, participating and objecting).

B. DESCRIPTION OF THE ACTION

Plaintiff sued HungryPanda claiming that since 2017 HungryPanda has misclassified its delivery drivers, made unlawful deductions to its delivery driver’s wages, and performed unlawful background checks on its delivery drivers, resulting in unpaid wages, unprovided meal periods and rest breaks, unreimbursed business expenses, failure to pay all wages owed and due at discharge, failure to provide accurate wage statements, violations of California’s unfair competition law (“UCL”), and civil penalties due under the Labor Code Private Attorneys General Act (“PAGA”). Plaintiff also alleged that HungryPanda failed to pay overtime wages, failed to pay wages at the correct regular rate (including, overtime, meal or rest period premiums), failed to provide compliant meal and rest periods or premiums therefor, failed to timely pay wages during employment or at discharge or termination, failed to accurately record time, including all time worked, failed to provide one day’s rest in seven, violated provisions of the Industrial Welfare Commission Wage Orders and owed civil penalties, including under PAGA, for all of the foregoing alleged violations. Plaintiff claims that HungryPanda owes Class Members wages, penalties, liquidated damages, interest, injunctive relief, declaratory relief, accounting, plus attorneys’ fees and court costs. HungryPanda disputes these allegations and believes it complied with the law.

On May 20, 2022, the Court entered in a default against HungryPanda for failing to timely answer Plaintiff’s Complaint. Plaintiff engaged in significant efforts to obtain the facts regarding the claims asserted and the value of those claims. The parties engaged in prolonged litigation on what documents and records should be disclosed, and the Court ordered the production of a list of all Class Members. Ultimately the parties agreed to attend mediation and engaged in an informal exchange of information. The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. While Plaintiff and HungryPanda are prepared to proceed with litigating the Action, including an appeal of the default, each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

This Settlement is the result of good-faith and arm’s-length negotiations between the Plaintiff and HungryPanda. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members.

On [date of preliminary approval] the Court granted preliminary approval of this proposed Settlement of the Action. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for [INSERT DATE] (“Final Approval Hearing”). See below for details. The date of the Final Approval Hearing is subject to be changed.

You may access the key documents in this case on the Settlement Administrator's website at **[INSERT URL]**, including the operative First Amended Complaint, the PAGA Notice Letter, the Settlement Agreement and all amendments thereto, this Notice Packet, the orders granting preliminary and final approval, and the final judgment. All of these documents, including the final judgment.

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

Subject to the Court's approval, the terms of the Settlement are as follows:

1. The settlement amount is \$1,500,000.00 (the "Settlement Amount") from which HungryPanda would pay: (a) a minimum of \$788,000.00 for payment to Settlement Members; (b) a maximum of \$500,000.00 (33.33% of the Settlement Amount) for the payment of Class Counsel's attorney fees plus litigation costs up to \$25,000.00; (c) \$150,000.00 allocated for settlement of the PAGA claims, 75% (approximately \$112,500.00) of which will go to the State of California for its share of the PAGA Settlement Amount and 25% (approximately \$37,500.00) of which will be distributed to the Class Members who worked during the PAGA Period; (d) a maximum of \$10,000.00 for the payment of a class representative service payment to the named Plaintiff for her service to the Class in bringing the case on behalf of the Class; and (e) a maximum of \$27,000.00 for Settlement Administration Costs. The Settlement Amount shall be reported entirely on an IRS form 1099. In the event that the maximum sums stated in subsections (b)-(e) are not approved and awarded by the Court, the unapproved and awarded sums shall be added to the Class Recovery (subsection (a)). None of these sums shall revert to HungryPanda. The amount set forth above in subsection (a) is referred to herein as the "Class Recovery."

2. The Class Recovery will be allocated among Class Members based upon calculations made using HungryPanda's records. Specifically, a participating Class Member's share of the Net Settlement, will be calculated by reference to the number of workweeks all Class Members worked during the Class Period. Each workweek or pay period worked by Class Members, will be equal to one (1) settlement share. The total number of settlement shares for all Class Members will be added together for the Class Period. The resulting sum for the Class period will be divided into the Net Settlement Amount resulting in a dollar figure. That figure will then be multiplied by each Class Member's number of settlement shares to determine the Class Member's *pro rata* portion of the Net Settlement Amount (the "Individual Class Member Award"). As discussed above, each Individual Class Member's Award shall be reported using a Form 1099.

3. The PAGA Recovery will be allocated among Class Members based upon calculations made using HungryPanda's records. Specifically, a Class Member's share of the PAGA Payment will be calculated by reference to the number of pay periods worked during the PAGA Period. Each pay period worked by Class Members will be equal to one (1) PAGA settlement share. The total number of PAGA settlement shares for all Class Members will be added together and the resulting sum will be divided into \$37,500.00 to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of PAGA settlement shares to determine the Class Member's *pro rata* portion of the PAGA Payment (the "PAGA Settlement Payment"). 100% of each PAGA Settlement Payment shall, for tax purposes, be designated as penalties and shall be reported using a Form 1099.

4. Based on the foregoing methodology, your estimated Individual Class Member Recovery is shown on page 1 of this notice. PLEASE NOTE that your Final Individual Settlement Member Total Recovery may be more or less than the amount stated above after accounting for all sums payable from the Settlement Amount.

5. Each Class Member consents to the following releases (“Releases”) to the Released Parties, defined as HungryPanda and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures:

Each Class Member will release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation claims for: (1) willful misclassification in violation of Labor Code § 226.8, (2) failure to pay all wages due in violation of Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation § 11010 and the IWC Wage Orders, (3) failure to pay timely wages in violation of Labor Codes §§ 204, 206, 206.5, 207, 209, 210 and 215, (4) failure to pay minimum wage in violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation § 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation of Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in violation of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, § 11070, (7) failure to provide rest periods in violation of Labor Codes §§ 226.7, 512, 1198, the IWC Wage Orders, and Code of Regulation Title 8, § 11090(11), (8) unlawful deduction of wages and wage theft in violation of Labor Codes §§ 221-224, 400-410, 450-452, 1198, 2928 and the IWC Wage Orders, (9) failure to reimburse business expenses in violation of Labor Code § 2802, (10) failure to pay wages at termination in violation of Labor Codes §§ 201-203, (11) failure to provide itemized wage statements and accurate time records in violation of Labor Codes §§ 226, 1174(d), (12) violation of California’s Unfair Competition Law, Business & Professions Codes §§ 16600, § 17200-17208. Out of an abundance of caution, the Released Class Claims include any claims based on the identical factual predicate as that underlying the claims in the Action. The period of the Released Class Claims shall extend to the limits of the Release Period. The Release Period is from September 2, 2017 to July 1, 2024.

Each PAGA Class Member will release the Released Parties of all claims pursuant to the California Labor Code Private Attorneys General Act (codified in Labor Code § 2698 et seq.) based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation PAGA claims for: (1) willful misclassification in violation of Labor Code § 226.8, (2) failure to pay all wages due in violation of Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation § 11010 and the IWC Wage Orders, (3) failure to pay timely wages in violation of Labor Codes §§ 204, 206, 206.5, 207, 209, 210 and 215, (4) failure to pay minimum wage in violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation § 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation of Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in violation of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, § 11070, (7) failure to provide rest periods in violation of Labor

Codes §§ 226.7, 512, 1198, the IWC Wage Orders, and Code of Regulation Title 8, §11090(11), (8) unlawful deduction of wages and wage theft in violation of Labor Codes §§ 221-224, 400-410, 450-452, 1198, 2928 and the IWC Wage Orders, (9) failure to reimburse business expenses in violation of Labor Code § 2802, (10) failure to pay wages at termination in violation of Labor Codes §§ 201-203, (11) failure to provide itemized wage statements and accurate time records in violation of Labor Codes §§ 226, 1174(d). Out of an abundance of caution, the Released PAGA Claims include any claims based on the identical factual predicate as that underlying the claims in the Action. The period of the Released PAGA Claims shall extend to the limits of the Release Period. The Release Period is from September 2, 2017 to July 1, 2024.

D. TO PARTICIPATE IN THE SETTLEMENT

To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a Settlement check for an amounts as described above on page 1.

E. TO OBJECT TO THE SETTLEMENT

You may object to the Settlement by submitting a written objection to the Settlement Administrator at the address listed in this notice. You may also object in person or through counsel at the final approval hearing on the date noticed below. The order granting preliminary approval and setting the final approval hearing will also be provided on the Settlement Administrator's website at [Website URL]. You may not "opt out" of the Settlement as you have already been provided an opportunity to do so after receiving the class notice on certification.

Class Counsel's application for fees will be filed with the Court on or before [INSERT DATE]. You may access that document any time after that date through the San Bernardino Superior Court's Online Case Access system, which can be accessed by logging in at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Users will be required to accept the terms of use and enter the case number (CIVSB2126633) to obtain case documents. Users may incur fees charged by the San Bernardino Superior Court for providing electronic public access to court records. If you believe you have a basis to object, you may do so by submitting a written objection in the manner described below.

All objections should contain the objectors full name, address, and signature, as well as the case name and case number (Ronghui Lee v. HungryPanda US Inc. San Bernardino Superior Court Case Number CIVSB2126633). While not required, any objection may state and explain why you object to the proposed Settlement or to the requested attorney's fees and whether you or someone on your behalf intends to appear at the Final Approval Hearing. All written objections and supporting papers must be filed or postmarked on or before [INSERT DATE] and sent to the Settlement Administrator at the address at the end of this notice. Regardless of whether you submit an objection, or explain any objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue; if that is what you want to happen, you can object.

F. DISPUTES AS TO WORKWEEKS OR PAY PERIODS CREDITED

For each Class Member, the weeks worked during the applicable Class Period will be calculated from HungryPanda's records. If you disagree with the numbers reported above, you may submit evidence to the Settlement Administrator on or before [INSERT DATE], with documentation to establish the number of workweeks or pay periods you claim to have actually worked for HungryPanda in California during the Class Period or PAGA Period. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will review HungryPanda's records and evaluate the evidence submitted by the Class Member in good faith to determine how many workweeks or pay periods should be credited to each Class Member.

G. TAXES

For tax reporting purposes, any payments made to Settlement Class Members shall be reported using an IRS Form 1099. **Neither Defendant nor Class Counsel make any representations regarding the tax implications of any amounts paid under this Settlement Agreement and if you have any questions regarding those implications, you can and should consult a tax expert.** HungryPanda, Plaintiff, and their attorneys make no representation as to the tax treatment or legal effect of the payments called for hereunder, and cannot and do not provide you tax advice in this regard.

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the class representative service payment on [INSERT DATE AND TIME] in Department S-26 of the San Bernardino County Superior Court located at 247 West 3rd St. San Bernardino, California 92415. The date of the Final Approval Hearing is subject to change.

I. ADDITIONAL INFORMATION

It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice.

This Notice only summarizes the Action, the Settlement, and other related matters. *Please do not contact the Court or the Court Clerk about this notice.* For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, or at the office of the clerk of the San Bernardino County Superior Court, located at 247 West 3rd St. San Bernardino, California 92415. You may also contact the Settlement Administrator at:

NAME OF ADMINISTRATOR

ADDRESS

TOLL-FREE PHONE NUMBER; FAX

E-MAIL ADDRESS

DOCUMENT URL

The attorneys for the class (“Class Counsel”) is:

JOSEPH R. BECERRA
BECERRA LAW FIRM
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
Telephone: (213) 542-8501
Facsimile: (213) 542-5556
Email: jbecerra@jrbecerrallaw.com

TOREY JOSEPH FAVAROTE
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
Telephone: (213) 542-8501
Facsimile: (213) 542-5556
Email: tfavarote@gleasonfavarote.com

The attorneys for HungryPanda are:

MICHAEL HOLECEK

ALEXA YARNELL
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone: (213) 229-7000
Facsimile: (213) 229-7520
Email: mholecek@gibsondunn.com
ayarnell@gibsondunn.com

***PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE. ***THIS IS NOT
AN ADVERTISEMENT FROM A LAWYER******