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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 LEE, RONGHUI, an individual California
21 resident on behalf of himself and all others
22 similarly situated,

23 Plaintiff,

24 vs.

25 HUNGRYPANDA US INC., a Delaware
26 corporation; and DOES 1-10, inclusive,

27 Defendant.

Case No. CIVSB2126633

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT;
APPOINTMENT OF SETTLEMENT
ADMINISTRATOR; APPROVAL OF
CLASS NOTICE PACKET; SETTING OF
FINAL APPROVAL HEARING**

Date: August 1, 2024

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S-26

Action Filed: September 2, 2021

Trial Date: None

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1 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

2 Plaintiff Ronghui Lee (“Plaintiff”) seeks preliminary approval of his proposed class and
3 PAGA settlement (the “Settlement”) against Hungry Panda US Inc. (“HungryPanda” or
4 “Defendant”).¹ **Subject to Court approval, Plaintiff and the already certified Class² have**
5 **settled their class and PAGA claims against Defendant for \$1,500,000.00.** The Settlement
6 resolves the wage and hour class action claims of Plaintiff and the 3,323 Class Members, the state
7 of California for the alleged violations of the Private Attorneys General Act Labor Code § 2698 *et*
8 *seq.* (“PAGA”), and Class Counsel against Defendant based upon the factual allegations in the first
9 amended complaint filed in this Court. Plaintiff’s lawsuit is referred to herein as the “Action.”

10 The Settlement satisfies all of the criteria for preliminary settlement approval and falls well
11 within the range of possible approval. Accordingly, Plaintiff requests that the Court grant
12 preliminary approval of the Settlement, direct the distribution of the notice of settlement to the
13 Class, appoint the settlement administrator, ILYM Group and set a hearing for the Final Approval
14 of the Settlement.

15 As an overview, Plaintiff alleges that Defendant is a delivery service company similar to
16 Uber Eats and Doordash, but specifically tailored to the Chinese community. In its business
17 endeavor, Defendant engaged Plaintiff and the certified class of approximately 3,323 “Drivers” or
18 “Contractors” to make food deliveries to Defendant’s customers from restaurants and grocery
19 stores via Defendant’s mobile application. Defendant classified the Drivers as independent
20

21 ¹ A copy of the fully executed Settlement Agreement, including its exhibits, is attached as
22 **Exhibit “1”** to the Declaration of Torey Joseph Favarote in Support of Plaintiff’s Motion for
23 Preliminary Approval of Class and PAGA Action Settlement (“Favarote Decl.”), ¶ 14, **Exh. “1”**.
24 The proposed notice to the class (the “Notice”) is attached to the Settlement Agreement as Exhibit
25 A. All references to “Exhibits” in this Motion are to the exhibits attached to the Favarote
26 Declaration unless otherwise noted.

27 ² Plaintiff’s Class was certified on May 9, 2023 and the Class opt-out notice was approved
28 by the Court on August 11, 2023. (Favarote Decl. ¶¶ 8-9, **Exhs. “2”** [Order Granting Class
29 Certification] and **“3”** [Order Granting Approval of Class Notice].) Ultimately 3,323 people did
30 not opt-out of the Class (18 opt-outs). The “Class” is defined as “All individuals currently or
31 formerly employed by Defendant as an independent contractor in the title of Driver, Contractor, or
32 other similar titles/duties who performed deliveries for Defendant and/or its customers in
33 California at any time within the Class Period [September 17, 2017 through May 9, 2023] that did
34 not opt out.”

1 contractors, and the gravamen of the lawsuit is that such drivers were misclassified and should
2 have been classified as employees and subject to the protections and benefits of the wage and hour
3 provisions of the California Labor Code and IWC Wage Orders. The Settlement amount is based
4 and calculated on the number of workweeks worked by each Class Member during the Class
5 Period. Each Class Member's Settlement share will be based proportionally on the number of
6 workweeks worked during the Class Period.

7 After filing and serving the Complaint and First Amended Complaint, Plaintiff obtained a
8 default against Defendant. Defendant moved to set aside the default and those motions were
9 denied by the Court. Following default, Plaintiff successfully moved for class certification and
10 subpoenaed the certified class's data. Defendant moved to quash the subpoena and Plaintiff
11 successfully defeated Defendant's motion. The parties ultimately engaged in a full day mediation
12 with renowned mediator, Hunter Hughes, and Defendant provided critical class data via a verified
13 declaration in preparation for that mediation. The case did not settle at mediation but through
14 continued arms-length negotiation following that mediation.

15 For the Court's convenience in analyzing this Settlement, these are the pertinent facts,
16 figures, and terms of the Settlement:

- 17 ➤ **Certified Class Definition:** The "Class" is defined as "All individuals currently or
18 formerly employed by Defendant as an independent contractor in the title of Driver,
19 Contractor, or other similar titles/duties who performed deliveries for Defendant
20 and/or its customers in California at any time within the Class Period that did not
21 opt out."
- 22 ➤ **Class Period:** September 2, 2017 through May 9, 2023.³
- 23 ➤ **PAGA Period:** September 20, 2020 through May 9, 2023.

24 ///

25 ///

26
27 ³ Hungry Panda started its operations in California in 2019. (Favarote Decl. ¶ 12; **Exh. "4"**
28 [Declaration of Shengzhi Liu].)

➤ **Class and PAGA Members⁴:** 3,323 individuals who worked for Defendant during the Class Period and did not opt-out (“Class Members”).

➤ **Principle Settlement Terms:**

- Total Settlement: \$1,500,000;
- PAGA Apportionment: \$150,000, 75% (\$112,500) to the LWDA and 25% (\$37,500) to the aggrieved Class Members;
- Class Counsel Fees: \$500,000 (33.33% of the gross settlement);
- Class Counsel Costs: Up to \$25,000.00;
- Class Representative Enhancement Award: Up to \$10,000.00; and
- Settlement Administration Costs: Up to \$27,000.00

➤ **Net Settlement Amount:**

- \$938,000 for approximately 44,095 workweeks with an average distribution of \$282.28 per Class Member.⁵

This Settlement was reached after extensive litigation including: (1) Plaintiff obtaining a default against Defendant; (2) Plaintiff successfully obtaining orders denying Defendant’s multiple attempts to set aside the default; (3) Plaintiff’s motion for class certification which was granted on May 9, 2023 and included Class Member declarations in support thereof; (4) Plaintiff’s motion to approve a class notice, which was granted on August 11, 2023; (5) Plaintiff’s subpoenaing and obtaining Class Member data and successfully defeating Defendant’s motion to quash regarding same; (6) Defendant’s production of verified responses providing key class member data (*i.e.* workweeks, class member data, etc.); (7) a full day mediation; and (8) almost 3 years of hard fought litigation. (Favarote Decl. ¶¶ 5-14, 30-43.)

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⁴ The Settlement settles the class and PAGA claims of those who did not opt-out of the certified Class for the Settlement Period of September 2, 2017 through May 9, 2023. The number of Class Members and workweeks worked by Class Members was provided by Defendant in a verified declaration. (Favarote Decl., ¶ 12; **Exh. “4”** [Declaration of Shengzhi Liu].)

⁵ The minimum Settlement award is expected to be approximately \$21.27 for a single workweek worked with the maximum award at approximately \$4,764 for a Class Member who worked the full Settlement period of January 1, 2019 through May 9, 2023, *i.e.* 224 workweeks.

1 **II. BACKGROUND**

2 **A. Procedural Background**

3 On September 2, 2021, Plaintiff filed this wage and hour class action and PAGA
4 representative action against Defendant which asserts 12 causes of action rooted in the Labor Code
5 that stemmed from Defendant's uniform misclassification of all the putative class members as
6 independent contractors instead of employees. (Favarote Decl. ¶ 5.)

7 On November 9, 2021, Plaintiff amended his Complaint to include a PAGA cause of action
8 after properly exhausting his administrative remedies with the California Labor & Workforce
9 Development Agency ("LWDA") on August 27, 2021. The LWDA did not respond or otherwise
10 express any intent to investigate Plaintiff's claims within 60 days. (Favarote Decl. ¶ 6.)

11 **B. Factual Allegations and Overview**

12 Defendant is an on-demand food delivery company that hires individual Drivers to monitor
13 Defendant's web and smartphone-based ordering application (hereinafter the "HungryPanda
14 App"), along with their personal cellphones for calls and electronic messages from human
15 dispatchers, and execute food delivery orders which are placed by Defendant's customers. Plaintiff
16 alleges that Defendant misclassifies these Drivers as independent contractors. (Favarote Decl. ¶ 6,
17 Exh. 5; Complaint.)

18 Plaintiff asserts that the Drivers are not independent contractors as the Drivers are assigned
19 hourly shifts within specific geographic areas, make deliveries based on Defendant's policies and
20 rates, and are prohibited from providing similar services to any other business providing the same
21 services. (Exh. 5; Complaint ¶ 4-5). Defendant further requires the Drivers to personally perform
22 all services and gives the Drivers no discretion to reject delivery requests. (*Id.*)

23 Defendant does not pay the Drivers for all time worked under its control, including time
24 spent monitoring its mobile application in between deliveries, or even during deliveries, instead
25 paying a flat amount per delivery regardless of the time worked. (Exh. 5; Complaint ¶ 4-5;
26 Declaration of Lee Ronghui "Lee Decl." ¶ 6). Defendant does not pay minimum wage, overtime or
27 double-time, nor does it pay reporting time pay, provide meal periods and rest breaks,
28 reimbursement for any necessary business expenses, or provide wage statements of any kind. (Exh.

1 5; Complaint ¶ 5; Declaration of Lee Ronghui “Lee Decl.” ¶ 8-12; Declaration of Zhao Duo “Zhao
2 Decl.” ¶ 4-7).

3 Plaintiff started working for Defendant as a Driver, and worked as a driver for over 2.5
4 years during the Class Period and also for the Defendant as a dispatcher for a few months during
5 the Class Period. (Lee Decl. ¶ 1). As a dispatcher, Plaintiff was in contact with dozens of other
6 Drivers every day that were out in the field making deliveries for the Defendant. (Lee Decl. ¶ 1).

7 **C. Defendant’s Default**

8 After Defendant failed to answer or otherwise respond to the amended complaint within the
9 statutory time period, despite being properly served, the Court entered default against Hungry
10 Panda on May 20, 2022. Thereafter, Defendant moved to set aside the default and after multiple
11 rounds of briefings and two oral arguments, the Court, on February 9, 2023, denied Defendant’s
12 motion to set aside the default. (Favarote Decl. ¶ 7.)

13 **D. Plaintiff Certifies the Class**

14 On March 24, 2023, Plaintiff moved for class certification which was granted by the Court
15 on May 9, 2023. (Favarote Decl. ¶ 8.) The Court certified the following class and subclasses:

16 **The Class:** All individuals currently or formerly employed by Defendant as an independent
17 contractor in the title of Driver, Contractor, or other similar titles/duties who performed deliveries
18 for Defendant and/or its customers in California at any time within the Class Period [September 2,
19 2017 through May 9, 2023].

20 **A. Subclass A:** All Class Members employed during the time from September 2, 2018,
21 through Class Certification [May 9, 2023], who terminated their employment relationship with
22 Defendant and did not receive all wages owed to them in accordance with Labor Code § 201-203
23 (The “Waiting Time Penalties Subclass”).

24 **B. Subclass B:** All Class Members employed during the time from September 2, 2017,
25 through Class Certification [May 9, 2023], who received an unauthorized and/or unlawful
26 deduction to their pay (The “Wage Theft Subclass”).

27 **C. Subclass C:** All Class Members employed during the time from September 2, 2017,
28 through Class Certification [May 9, 2023], who incurred reasonable business expenses in the

1 discharge of their duties and were not reimbursed.

2 D. **Subclass D:** All Class Members employed during the time from September 2, 2020,
3 through Class Certification [May 9, 2023], who did not receive accurate itemized wage statements
4 in accordance with Labor Code § 226. (The “Wage Statement Subclass”).

5 E. **Subclass E:** All Class Members employed during the time from September 2, 2017,
6 through Class Certification [May 9, 2023], who were not paid all wages, including all correct
7 overtime wages, for time spent under Defendant’s control. (The “Unpaid Wages Subclass”).

8 F. **Subclass F:** All Class Members employed during the time from September 2, 2017,
9 through Class Certification [May 9, 2023], who were not provided with a legally sufficient meal
10 period, or a premium paid at their regular rate of pay in lieu thereof. (The “Meal Period
11 Subclass”).

12 G. **Subclass G:** All Class Members employed during the time from September 2, 2017,
13 through Class Certification [May 9, 2023], who were not provided with a legally sufficient rest
14 break, or a premium paid at their regular rate of pay in lieu thereof. (The “Rest Break Subclass”).
15 (Favarote Decl. ¶ 8.)

16 Following certification, Plaintiff moved for an order approving the class notice and on
17 August 11, 2023 the Court approved Plaintiff’s proposed class notice and its distribution to the
18 class and ordered that the notice be distributed via first-class mail and/or email in both English and
19 Chinese by ILYM Group, Inc. (Favarote Decl. ¶ 9; Exh. “3”). Over Defendant’s objection, the
20 Court also ordered Defendant to provide the Class contact information to ILYM to facilitate
21 sending the Class Notice. (Favarote Decl. ¶ 9.)

22 After notice, approximately 3,323 Class Members did not opt out of the Class and are
23 covered by the Settlement. Eighteen Class Members opted out of the Class after receiving the
24 notice and are not part of the settlement class. (Favarote Decl. ¶ 10.)

25 **E. Discovery and Investigation**

26 Prior to the denial of Defendant’s motion to set aside the default in this matter, Plaintiff
27 propounded and Defendant responded to (1) Form Interrogatories – General; (2) Form
28 Interrogatories – Employment Law; (3) Special Interrogatories; (4) Requests for Production of

1 Documents; (5) Requests for Admissions. (Favarote Decl. ¶ 11.) Following the denial of
2 Defendant's motion to aside default, Defendant refused to participate in the discovery process
3 requiring Plaintiff to subpoena Defendant as a non-party. Plaintiff subpoenaed the Class Contact
4 information and after Defendant's motion to quash was denied by the Court, Defendant produced
5 the contact information. Over the course of the last 3 years, the bulk of Plaintiff's investigation
6 into the allegations in the Complaint consisted of interviewing class members and obtaining
7 documentary evidence from them regarding the claims at issue. Class Counsel's office, via a
8 Mandarin speaking staff member, conducted dozens of interviews, obtained numerous payroll
9 documents, and investigated various occurrences throughout the litigation including as to
10 Defendant's policies and practices as experienced by the Class Members and Defendant's conduct
11 throughout the Class Period. While the process was slow given the language barriers, the
12 investigation was successful in identifying numerous violations and assisted in obtaining
13 certification of the Class. (Favarote Decl. ¶ 11.)

14 Additionally, as part of the mediation process, Defendant produced a detailed declaration
15 from its Senior Delivery Operations Manager, Shengzhi Liu, providing: (i) the total number of
16 Class Members who worked during the Class Period; (ii) the total workweeks worked by the Class
17 Members during the Class and PAGA periods; (iii) the details of how long work shifts lasted for
18 Class Members; (iv) the average amount of time (in hours) that Class Members delivered per day;
19 (v) the aggregate number of work weeks that drivers performed at least one delivery; (vi) aggregate
20 number of delivery trips made by the Class Members; (vii) the average amount paid to Class
21 Members per delivery; (viii) average number of deliveries made by Class Members per day; (ix)
22 the average distance traveled by Class Members per delivery; and (x) the average amount of time
23 (in hours) that Class Members spent making a delivery from when they accepted the delivery offer
24 on the app until the delivery as completed. (Favarote Decl. ¶ 12; Exh. "4" [Liu Declaration].)

25 In addition to this vital information that formed the basis to which Class Counsel assessed
26 the strengths and weaknesses of the case and the potential damages to the Class, Defendant
27 provided its legal basis for its position that the Order denying its motion to set aside the default
28 would prevail on appeal. The issue of the default was also a substantial risk factor associated with

1 analyzing the advantages and disadvantages of reaching a negotiated resolution on behalf of the
2 Class. Finally, the issue of Defendant's financial condition was a major risk factor for the Class.
3 Defendant is a start-up, niche, food delivery company with very few tangible assets. Therefore, to
4 establish its financial condition and the benefit to the Class of the Settlement, Defendant, as part of
5 this Settlement and Motion for Preliminary Approval, agreed to file the following financial
6 documents with the Court, under seal: (1) California and Federal tax returns for the last two years;
7 (2) profit and loss statements for the last two years; (3) balance sheets for the last two years.
8 Defendant's accountants will also provide certified copies of the documents to Class Counsel's
9 accountant and/or financial expert. (Favarote Decl. ¶ 13; **Exh. "1."**)

10 The parties conducted a mediation in San Diego, California with renowned wage/hour
11 mediator Hunter Hughes on February 26, 2024. The case did not settle at mediation, but the parties
12 continued exchanging additional information. On June 24, 2024, the parties reached a settlement
13 and executed a Memorandum of Understanding ("MOU"). Thereafter, on July 9, 2024, the parties
14 finalized and executed the long form Settlement. (Favarote Decl. ¶ 14.)

15 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

16 The following is a summary of the material terms of the Settlement.

17 **A. Principal Terms**

18 Hungry Panda will pay \$1,500,000.00 (the "Gross Settlement Fund") to settle the Action on
19 a class-wide basis for the approximately 3,323 Class Members. (Settlement, ¶ 21; Favarote Decl.
20 ¶¶ 15.) The total number of Class Member work weeks settled under the Settlement Agreement
21 totals approximately 44,095 (Settlement is calculated per work week worked during the Class
22 Period). (Settlement, ¶21; Favarote Decl. ¶ 15.)

23 From the Gross Settlement Fund will be paid (a) \$938,000 in *pro rata* awards to the Class
24 Members based on the number of workweeks worked between September 2, 2017 and May 9, 2023
25 (the "Net Settlement Amount") (b) a payment of \$150,000 for PAGA penalties with 75%
26 (\$112,500) going to the LWDA for its share of the civil penalties and \$37,500 (25%) going to
27 Class Members; (c) Class Representative Payment to Plaintiff in the amount of \$10,000.00 (as
28 approved by the Court) to compensate him for her services to the Class in pursuing in the Action and

1 the risk he assumed on behalf of the absent Class Members; (d) Class Counsel Attorneys' Fees of
2 \$500,000 (33.33% of the Gross Settlement Fund as approved by the Court) to compensate them for
3 their services to the Class in prosecuting the Action and securing the Settlement, and Class
4 Counsels' litigation expenses of up to \$25,000 (as approved by the Court); (v) a payment to the
5 Settlement Administrator, ILYM Group, for its reasonable fees and expenses incurred in
6 administering the Settlement, which are estimated at approximately \$27,000.00; (vi) any other fees
7 or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and
8 conditions of Settlement and securing the judgment from the Court pursuant to the Settlement.
9 None of the Gross Settlement Amount will revert to Defendant. (Favarote Decl., ¶ 16; Settlement,
10 ¶¶ 11, 21, 24, 28, 39.)

11 The Individual Settlement Payments will be distributed to all Class Members as follows:

- 12 ➤ Each putative Class Member's potential share of the Net Settlement Amount will be
13 calculated and apportioned from the Net Settlement Amount to Class Members on a
14 pro rata basis depending on the number of "weeks worked" or "workweeks"
15 (defined as any calendar week during the Class Period) in which a Class Member
16 performed at least one day of work for Defendant. Class Members do not need to
17 submit a claim to participate and receive their Individual Settlement Payment.
18 (Settlement ¶ 47, Favarote Decl. ¶ 17, Exh. "1.")
- 19 ➤ Individual PAGA payments will be calculated and apportioned from the 25%
20 portion of the PAGA Settlement Amount allocated to PAGA Class Members on a
21 pro rata basis depending on the number of pay periods in which a PAGA Class
22 Member performed at least one day of work for Defendant during the PAGA Period.
23 PAGA Class Members do not need to submit a claim to participate in the PAGA
24 portion of the Settlement. (Settlement ¶ 48, Favarote Decl. ¶ 17, Exh. "1.")

25 In the event of a dispute over a Class Member's Individual Settlement Payment, the
26 Settlement Administrator will resolve the dispute based on information provided by Defendant and
27 the Class Member. (Settlement, ¶ 55.) Before individual payroll taxes, and before PAGA
28 penalties, the average Individual Net Settlement Payment to Class Members is expected to be

1 approximately \$282.28 plus the average PAGA group member payment of approximately \$13.25,
2 for a total of approximately \$295.53 per Class Member on average.⁶ (Favarote Decl. ¶ 18.)

3 Once the judgment becomes final and the settlement sum is paid in full, Class Members
4 will release their respective claims against Defendant and its related entities, under California law
5 that were raised or that could have been raised in the Action based on the facts alleged in the
6 Action. (Favarote Decl. ¶ 19; Settlement, ¶ 31.) The Release Period is September 2, 2017 through
7 July 1, 2024. (Favarote Decl. ¶ 19; Settlement ¶ 35.)

8 Defendant will pay the Gross Settlement Fund amount as follows: First payment of
9 \$500,000 due within 10 calendar days of Final Approval, with the remaining \$1,000,000.00 due
10 within 6 months after the first payment (“Final Payment Date”). These funds are to be deposited in
11 an escrow account managed by the Settlement Administrator. (Favarote Decl. ¶ 20; Settlement ¶
12 41.)

13 **B. Additional Terms**

14 Within 30 calendar days after preliminary approval of the Settlement is granted by the
15 Court, Defendant will provide the Settlement Administrator with data sufficient to calculate the
16 number of “weeks worked” or “workweeks” that each Class Member worked during the Class
17 Period and the number of pay periods worked during the PAGA Period according to Defendant’s
18 records. (Settlement ¶ 51.) Within 15 days of receiving the putative Class Members’ data, the
19 Settlement Administrator will send to all putative Class Members (in English and Simplified
20 Chinese) the Class Notice, which will show each Class Member his or her reported number of
21 workweeks worked during the Class Period and an estimate of his or her Individual Settlement
22 Payment. (Settlement, ¶ 54.)

23 The Class Notice will be sent to the putative Class Members by First-Class U.S. Mail based
24 upon the last know addresses provided by Defendant, unless modified by any updated address
25 information that the Settlement Administrator obtains in the course of the administration of the
26

27 ⁶ 25% of \$150,000 PAGA Allocation = \$37,500; \$37,500 ÷ 2,830 PAGA group members =
28 \$13.25.

1 Settlement. (Settlement, ¶ 52.) For any notices returned, the Settlement Administrator will make
2 reasonable efforts to find corrected addresses. (Settlement, ¶ 53.)

3 Putative Class Members will have 60 calendar days after the Class Notice documents are
4 mailed to object to the Settlement. (Settlement ¶¶ 39, 59.) The objection process is simple and
5 straightforward, and only requires that the Class Member send a signed written explanation of their
6 objection with the case name and number and the grounds for the objection. (Settlement ¶ 25.)

7 In addition to filing these papers and the Settlement with the LWDA, Class Counsel will
8 provide any judgment within 10 days to the LWDA. (Favarote Decl. ¶ 24.)

9 **IV. THE SETTLEMENT SHOULD BE GIVEN PRELIMINARY APPROVAL**

10 **A. Class Action Settlements Are Subject to Court Review and Approval**
11 **Under the California Rules of Court.**

12 California Rule of Court 3.769 requires court approval for class action settlements.⁷
13 “Before final approval, the court must conduct an inquiry into the fairness of the proposed
14 settlement.” Cal. R. Ct. 3.769(g). Rule 3.769 further requires a noticed motion for preliminary
15 approval of class settlements:

16 (a) A settlement or compromise of an entire class action, or of a
17 cause of action in a class action, or as to a party, requires the
approval of the court after hearing. ...

18 (c) Any party to a settlement agreement may serve and file a
19 written notice of motion for preliminary approval of the settlement.
20 The settlement agreement and proposed notice to class members
must be filed with the motion, and the proposed order must be lodged
with the motion. Cal. R. Ct. 3.769(a), (c).

21 Courts act within their discretion in approving settlements that are fair, not collusive, and
22 take into account “all the normal perils of litigation as well as the additional uncertainties inherent
23 in complex class actions.” *In re Beef Indus. Antitrust Litig.*, 607 F.2d 167, 179-80 (5th Cir. 1979),
24 *cert. denied sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n*, 452 U.S. 905

25 _____
26 ⁷ The California Supreme Court has authorized California’s trial courts to use Federal Rule
27 of Civil Procedure 23 and cases applying it for guidance in considering class issues. *See Vasquez*
28 *v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal. 3d 126, 145-46 (1981).
Where appropriate, therefore, Plaintiff cites Federal Rule 23 and federal case law in addition to
California law.

(1981) (citation omitted). Where a settlement is reached on terms agreeable to all parties, a court should disapprove of the settlement “only with considerable circumspection.” *Jamison v. Butcher & Sherrerd*, 68 F.R.D. 479, 481 (E.D. Pa. 1975).

B. The Settlement Is Fair, Adequate and Reasonable.

In deciding whether to approve a proposed class action settlement under California Code of Civil Procedure section 382, a court must find that a proposed settlement is “fair, adequate and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied*, *Byrd v. Civil Serv. Comm’n*, 459 U.S. 1217 (1983)). The court must consider all relevant factors, such as the following:

the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *Id.*

The court’s primary function is to determine that the settlement is not the product of fraud, overreach, or collusion, and taken as a whole, is fair, reasonable and adequate to all concerned. *Id.*

A proposed class action settlement is *presumed* fair under the following circumstances: (i) the parties reached settlement after arm’s-length negotiations; (ii) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (iii) counsel is experienced in similar litigation; and (iv) the percentage of objectors is small. *Dunk*, 48 Cal. App. 4th at 1802. The Becerra and Favarote declarations filed with this motion demonstrates that: (i) the Settlement was the product of serious, informed, and non-collusive negotiations conducted at arm’s-length and facilitated by experienced counsel; (ii) the parties have engaged in both extensive formal discovery and extensive motion practice such that the parties and their counsel are able to make an informed recommendation about the Settlement; and (iii) the putative Class is represented by counsel experienced in wage-and-hour class actions.⁸

⁸ The fourth factor—the number of objectors—cannot be known until after the notice of

1 Thus, the Settlement, at this time, is entitled to the presumption that it is fair and in all other
2 respects proper and should be preliminarily approved.

3 **C. The Settlement Is the Result of Serious, Informed, Non-Collusive**
4 **Negotiations.**

5 The Settlement was reached as a result of the extensive arm's-length negotiations between
6 experienced wage/hour class action counsel. (Favarote Decl., ¶ 30-43; Becerra Decl., ¶¶ 4-10.)
7 Though cordial and professional, the settlement negotiations have been adversarial and non-
8 collusive in nature. (Favarote Decl., ¶¶ 30-43, Becerra Decl., ¶¶ 4-10.) The Settlement reached is
9 the product of substantial effort by the parties and their counsel after almost three years of very
10 hard-fought litigation. (Favarote Decl., ¶¶ 30-43, Becerra Decl., ¶¶ 4-10.) While Plaintiff believes
11 that he has a high probability of success in defending the default based upon the Court's thorough
12 analysis and ruling, the potential for an adverse order reversing the trial Court's order created
13 concern. Additionally, the area of law on "gig economy workers" such as delivery drivers is
14 constantly in flux with the law changing rapidly and the uncertainty regarding the application of
15 Proposition 22 to this case. On top of all of those uncertainties, is Defendant's financial condition.
16 The appeal process could take years and Defendant has only been operating in California for the
17 last 4 years and asserts that it is not currently profitable. The likelihood of Defendant being able to
18 pay a large default judgment to the Class that is upheld by the Court of Appeals years from now is
19 perilous to say the least. Plaintiff and Class Counsel recognize the inherent risks of litigation and
20 understand the benefit of the Class receiving Settlement funds immediately rather than risking
21 potential unfavorable decisions on default, class certification, at trial, on the damages awarded,
22 and/or on an appeal that could take several more years to litigate. (Favarote Decl., ¶¶ 30-43,
23 Becerra Decl., ¶¶ 8-10.) Further, litigating and/or proving up Plaintiff and the Class's claims and
24 damages, which involve 3,323 Class Members during the relevant periods, would have required
25 substantial additional preparation and discovery (i.e. subpoenas), as well as the consideration,
26 preparation and analysis of expert reports. Therefore, should litigation have progressed any
27 the Settlement has been disseminated to the Class Members and they have had an opportunity to
28 react to it and respond.

1 further, each side would have incurred significant expense. Plaintiff and his counsel understand
2 that the financial condition of Defendant, an unprofitable start-up company that only began
3 operating in California in 2019, was a relevant concern given the scope and size of the class and
4 Defendant's likely inability to pay any large judgment. (Favarote Decl., ¶¶ 30-43, Becerra Decl.,
5 ¶¶ 8-10.)

6 **D. The Extent of Discovery and the Stage of the Proceedings Support**
7 **Settlement.**

8 Plaintiff investigated and evaluated the factual strengths and weaknesses of the Action
9 before reaching the Settlement and engaged in sufficient investigation and formal and informal
10 discovery along with motion practice on the issue of Defendant's default and validity of Plaintiff's
11 issued subpoenas. (Favarote Decl., ¶¶ 11-14.) Class Counsels' investigation as to the class
12 representative's claims, included interviewing dozens of class members and reviewing documents
13 produced by those class members, including their payroll documents, photographs taken of work
14 shifts that were worked for Defendant, and policies and contracts provided to them by Defendant.
15 Prior to default, Plaintiff also propounded, and Defendant responded, to written discovery
16 including special interrogatories, form interrogatories, requests for production of documents, and
17 requests for admissions. Finally, as part of the mediation of this matter, Defendant produced a
18 verified declaration providing the key class member data including pay and work shift information
19 for the Class. (Favarote Decl., ¶¶ 11-14.) The Settlement amount is, of course, a compromise
20 figure. It took into account risks related to the default being overturned on appeal, liability,
21 damages, and all of the defenses asserted by Defendant. (Favarote Decl., ¶¶ 30-43.)

22 Thus, the Settlement came only after counsel investigated the case and the parties engaged
23 in extensive motion practice, as set forth above. This litigation, therefore, has reached the stage
24 where the parties "certainly have a clear view of the strengths and weaknesses of their cases"
25 sufficient to support the Settlement. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 745
26 (S.D.N.Y. 1985), *aff'd* 798 F.2d 35 (2d Cir. 1986).

27 **E. Plaintiff's Counsel Are Experienced in Similar Litigation.**

28 Class Counsel have significant experience litigating wage-and-hour class actions.

1 (Favarote Decl., ¶¶ 55-60; Becerra Decl., ¶¶ 11-15.) Having prosecuted dozens of cases on behalf
2 of tens of thousands of employees for California Labor Code violations, Class Counsel represent
3 that they are qualified to evaluate the class claims and to evaluate settlement versus trial or prove
4 up hearing on a fully informed basis. (Favarote Decl., ¶¶ 55-60; Becerra Decl., ¶¶ 11-15.)

5 Class Counsel have the view that this is a fair and reasonable settlement in light of the
6 complexities of the Action, the state of the law, and uncertainties of the default. (Favarote Decl.,
7 ¶¶ 30-43, 55-60; Becerra Decl., ¶¶ 8-9.) Given the risks inherent in litigation and the defenses
8 asserted, this Settlement is fair, adequate, and reasonable and in the best interests of the Class and
9 should be preliminarily approved. (Favarote Decl., ¶¶ 30-43, 55-60; Becerra Decl., ¶¶ 8-9.)

10 Experienced counsel, operating at arm's length, have weighed the strengths and weaknesses
11 of the case, examined all of the issues and risks of litigation, and endorse the proposed Settlement.
12 (Favarote Decl., ¶¶ 30-43, 55-60; Becerra Decl., ¶¶ 8-9.) The view of the attorneys actively
13 conducting the litigation "is entitled to significant weight" in deciding whether to approve the
14 settlement. *Fisher Bros. v. Cambridge-Lee Indus, Inc.*, 630 F. Supp. 482, 488 (E.D. Pa. 1985);
15 *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff'd*, 661 F.2d 939 (9th Cir.
16 1981); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

17 Accordingly, Plaintiff submits the Settlement, having satisfied the three requirements of
18 *Dunk* at this stage, sufficient for the Court to grant preliminary approval. (Favarote Decl., ¶¶ 30-
19 43, 55-60; Becerra Decl., ¶¶ 8-9.)

20 **F. The Settlement Is Fair and Reasonable Based on the Risks and Costs of**
21 **Further Litigation.**

22 Plaintiff and his counsel have concluded it was reasonable to enter into the Settlement at
23 this stage of the litigation in the Action. (Favarote Decl., ¶¶ 30-43; Becerra Decl., ¶¶ 8-9.)
24 Defendant will appeal the default entered and has provided authority that the default can only result
25 in a limited judgment, regardless of the default. Moreover, if the default is reversed and the parties
26 are forced to return to "square one", there is a probability that Defendant will defeat class
27 certification or severely limit the size and scope of the Class based on its arguments that it is in
28 compliance with Prop 22. Additionally, Defendant contends that most of the Class signed

1 arbitration agreements.

2 **1. Risks Associated With Default**

3 **a. The Risk of the Court of Appeal Overturning Default**

4 There are significant risks that the default entered by the Court could be overturned by the
5 Court of Appeals in light of the complex and novel issues raised by a class-action default.
6 Defendant has argued that no class has ever recovered default damages in California. While
7 Plaintiff has relied on *Kass v. Young* (1977) 67 Cal.App.3d 100, 109— that case held that a class-
8 action default judgment was theoretically possible and *reversed* the class-action judgment before it.

9 Defendant also argues that *Kass* is distinguishable from the instant case. In *Kass*, the
10 putative class was well-defined to include 14,000 concert-goers who all suffered the same alleged
11 injury, paid an average ticket price of \$6.50, and sought exactly \$91,000 in collective damages.

12 Defendant argues that Plaintiff's complaint includes none of that information. That in
13 reviewing the complaint, no one can tell how many class members there are, how long the class
14 period will extend, how many violations are alleged, and what the estimated or maximum damages
15 would be. If the trial court awards millions of dollars in a default proceeding to that class, Hungry
16 Panda will challenge that judgment on numerous grounds, including that it violates Hungry
17 Panda's due process rights by forcing it to pay sums of money to absent class members—when
18 those sums and those absent class members were not identified in the complaint. Defendant asserts
19 that the fact that this is a class action cannot vitiate Hungry Panda's due process right to have fair
20 notice of its potential liability. (See *Federal Communications Commission v. Fox Television*
21 *Stations, Inc.* (2009) 556 U.S. 502 [describing constitutional fair-notice right]; *Duran v. U.S. Bank*
22 *Nat'l Ass'n* (2014) 59 Cal.4th 1 [court cannot use class-action device to vitiate rights a defendant
23 would have in an individual action].)

24 **b. The Risk of the Court Enforcing the Arbitration**
25 **Agreement with Class Members and Foreclosing a Class**
26 **Action**

27 Additionally, if the default was overturned, Defendant asserts that it has valid arbitration
28 agreements with Plaintiff and the members of the Class that include class action waivers.

1 Notwithstanding that it filed a motion to compel arbitration at the beginning of this litigation,
2 Defendant argues that a class-action judgment would raise novel issues regarding the parties'
3 arbitration agreements. According to Defendant, a judgment in this case would essentially nullify
4 Hungry Panda's arbitration agreement with every California courier, including couriers not
5 identified in the complaint, and even couriers who joined Hungry Panda *after the complaint was*
6 *filed*. The Federal Arbitration Act would foreclose such a result according to Defendant.
7 Defendant believes that the Court of Appeal would avoid this conflict by reversing the order
8 denying Hungry Panda's motion to set aside the default.

9 **c. The Risk of Reimbursing Hungry Panda for Appeal Bond**

10 Finally, with respect to the default and Hungry Panda's appeal of it, if Hungry Panda is
11 forced to obtain a bond pending appeal and the appeal is successful, Defendant argues that Plaintiff
12 would have to reimburse Hungry Panda for the cost of that bond. This risk provided a significant
13 incentive for Plaintiff and the Class to settle this case *before* Hungry Panda takes an appeal from
14 any judgment.

15 **2. Risks Associated With Obtaining Significant Default Judgment**
16 **For Class**

17 Even if the default is not set aside Defendant argues that Plaintiff's recovery in default is
18 limited under Code of Civil Procedure section 580, which states that "(t)he relief granted to the
19 plaintiff" in a default action "cannot exceed that which he shall have demanded in his complaint."
20 Defendant argues that the California Supreme Court opinion in *Sass v. Cohen* (2020) 10 Cal.5th
21 861, 874, section 580 supports their argument and "ensure[s] that a defendant... is not subject to
22 open-ended liability" and has "adequate notice of the judgments that may be taken against them."

23 Defendant argues that courts have construed section 580 strictly (*Greenup v. Rodman*
24 (1986) 42 Cal.3d 822, 826), and looked specifically to the "damages *amount* specifically set out in
25 the complaint," (*Becker v. S.P.V. Constr. Co, supra*, 27 Cal. 39 at p. 494). Where there is "no
26 specific amount of damages [] demanded, there is no adequate notice to the defendant—and a
27 default judgment entered under those conditions is void." (*Janssen, supra*, 57 Cal.App.4th at p.
28 279; see also *Electronic Electronic Funds Solutions, LLC v. Murphy*, (2005) 134 Cal.App.4th

1 1161, 1174 [finding that the plaintiff is required to provide notice of the maximum amount of
2 defendant's potential liability]; *Ludka v. Memory Magnetics International* (1972) 25 Cal.App.3d
3 316, 323.)

4 Defendant further argues that here, Plaintiff's complaint fails to give Hungry Panda any
5 notice of the damages amount he seeks. According to Hungry Panda, Plaintiff alleges a single
6 wage-statement violation in paragraphs 81-82 of the complaint, which carries a penalty of \$50.
7 And in paragraphs 95-96, Plaintiff alleges at least one PAGA violation for \$100. But none of the
8 other allegations gives Hungry Panda notice of the amounts sought and as a result, Defendant
9 argues that the Complaint does not permit Plaintiff to seek millions of dollars in a default action
10 but, that he is limited to \$150 as pled in the Complaint.

11 3. Risks Regarding Application of Prop. 22

12 Defendants takes the position that Proposition 22 ("Prop 22") bars Plaintiff from recovering
13 any damages from 2021-2023. (See *James v. Uber Techs. Inc* (N.D. Cal 2021) 338 F.R.D. 123,
14 144 [Prop 22 "forecloses damages in this case for conduct that occurred after December 16,
15 2020."].) Defendant argues that Prop 22 was passed by California voters in 2020 and made app-
16 based delivery drivers independent contractors *as a matter of law*. (See Cal. Bus. & Prof. Code,
17 § 7451 ["Notwithstanding any other provision of law, ... an app-based driver *is* an independent
18 contractor and not an employee"].) Defendant asserts, without providing any evidence, that it
19 has fully complied with Prop 22 since it was passed and therefore the liability period is limited in
20 scope and the damages modest at best.

21 These uncertainties, along with the financial viability of a new start-up company such as
22 Defendant, bore heavily on the negotiations leading to the Settlement. In the face of these legal
23 and financial uncertainties, the parties agreed to a compromise Settlement of \$1,500,000. A
24 settlement is not judged *solely* against what might have been recovered had a plaintiff prevailed at
25 trial, nor does a settlement have to provide 100% of the damages sought to be fair and reasonable.
26 See *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 246, 250 (2001) ("Compromise is
27 inherent and necessary in the settlement process ... [E]ven if the relief afforded by the proposed
28 settlement is substantially narrower than it would be if the suits were to be successfully litigated,

1 this is no bar to a class settlement because the public interest may indeed be served by a voluntary
2 settlement in which each side gives ground in the interest of avoiding litigation.”) (internal
3 quotation marks and citation omitted); *Officers for Justice*, 688 F.2d at 628 (“It is well-settled law
4 that a cash settlement amounting to only a fraction of the potential recovery will not . . . render the
5 settlement inadequate or unfair.”).

6 **G. The Settlement Is a Reasonable Compromise of Claims.**

7 **1. Plaintiffs’ Misclassification and Failure to Pay All Minimum**
8 **and Overtime Wages Claims.**

9 Plaintiff contended that Class Members who worked for Defendant were misclassified as
10 independent contractors and should have been classified as “employees” and been subject to the
11 protections and applications of the California Labor Code. Specifically, Plaintiff’s theory of the
12 case is that Class Members, as employees of Defendant, were entitled to compensation for all time
13 worked and engaged and ready to work for Defendant and not paid on a delivery basis as
14 independent contractors. Plaintiff’s theory of recovery is that Defendant did not comply with any
15 of the prongs of the “ABC” test codified in Labor Code § 2775 (“Determination of status as
16 employee or independent contractor”) and as set forth in the legal test provided by the California
17 Supreme Court in *Dynamex*. Moreover, as classification of a worker as exempt from the
18 protections of the Labor Code is an affirmative defense, Defendant bore the burden of establishing,
19 by a preponderance of the evidence, that it had properly classified the Class, a feat Plaintiff argued
20 Defendant could not establish. Defendant contends that it did comply with Labor Code § 2775 and
21 that the enactment of Proposition 22 limited its liability significantly. Additionally, Defendant
22 argued that Drivers were never required to take delivery calls, were allowed to engage in whatever
23 outside work they desired, and that Defendant never required Plaintiff or the Class to work any
24 specified “shift” and therefore did not exert the requisite control over the Class Members to support
25 a misclassification claim.

26 **2. Plaintiff’s Expense Reimbursement Claim and Unlawful**
27 **Deduction Claim.**

28 Plaintiff contends that as a further consequence of Defendant’s treatment of the Class as

1 independent contractors and not employees, it failed to reimburse the Class for necessary business
2 expenses, including use of their vehicles/mileage to make deliveries and their mobile phones,
3 among other business expenses incurred in making deliveries for Defendant (e.g., mileage, etc.).
4 Further, Plaintiff alleges that Defendant charged Plaintiff for necessary and required business
5 expenses including food heating bags with the Hungry Panda company logo used for food
6 deliveries and corporate Hungry Panda signage for his automobile. Further, Plaintiff argued that he
7 and the Class were “fined” by Defendant if a delivery was not made to the satisfaction of the
8 customer.

9 Defendant disputes Plaintiff’s allegations and asserted that Plaintiff and Class Members
10 were not required to use Defendant’s marketing materials and that there were no “fines” imposed
11 on couriers.

12 **3. Plaintiff’s Claims for Failure to Provide Meal and Rest Breaks,**
13 **Failure to Pay All Wages Due at Termination of Employment,**
14 **Failure to Provide Accurate Itemized Wage Statements, Unfair**
Business Practices, and Claims Under PAGA

15 Plaintiff’s claims for failure to provide lawful meal and rest breaks pursuant to Labor Code
16 §§ 226.7, 512, and 1198; claim for failure to pay all wages due at termination of employment
17 pursuant to Labor Code § 203; claim for failure to provide accurate itemized wage statements
18 pursuant to Labor Code section 226; claim for unfair business practices in violation of Business &
19 Professions Code section 17200; and claim for civil penalties pursuant to PAGA are derivative of
20 their other claims. (Favarote Decl., ¶¶ 44-51.) Since these claims are derivative, they entail the
21 same risks as the claims outlined above.

22 In light of the risks involved in the Actions, the \$1,500,000 Gross Settlement Amount is a
23 reasonable compromise. (Favarote Decl., ¶ 51.)

24 Class Counsel are convinced that the Settlement is in the best interest of the Class based on
25 the negotiations and a detailed knowledge of the issues present in the Actions. (Favarote Decl.,
26 ¶ 51; Becerra Decl., ¶¶ 8-9.) The length and risks of the appeal, prove-up trial, and other normal
27 perils of litigation were all weighed in reaching the Settlement. (Favarote Decl., ¶¶ 30-43; Becerra
28 Decl., ¶¶ 8-9.) In addition, the (1) financial condition of Defendant, a new start-up company, and

its ability to pay a large judgment to the Class, (2) the number of Class Members who have executed arbitration agreements with Defendant with class action waivers, (3) the application of the newly enacted Proposition 22 and the likelihood of extensive appellate review of any judgment in favor of the Class, (4) the uncertainty of class certification (if the appeal was successful), (5) the difficulties of complex litigation, and (6) the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered by Class Counsel in agreeing to the Settlement. (Favarote Decl., ¶¶ 30-43.) In light of the above, the Settlement is well within the “ballpark” of reasonableness and should be granted preliminary approval.

V. PROPOSED SETTLEMENT TIMELINE

Should the Court grant preliminary approval of the Settlement at the August 1, 2024, hearing, Plaintiff proposes the following Settlement timeline:

<u>Date</u>	<u>Event</u>
August 1, 2024	Court grants preliminary approval
September 3, 2024	Last day for Hungry Panda to provide Settlement Administrator with class data (30 calendar days after the entry of the Court’s Order granting preliminary approval)
September 18, 2024	Last day for Settlement Administrator to mail out to Class Members Class Notice packets (15 calendar days after Hungry Panda provides class data to Settlement Administrator)
November 18, 2024	Last day for Class Members to dispute information provided by Hungry Panda regarding number of workweeks (60 calendar days after Class Notice is mailed) Last day for Class Members to file objections to Settlement (60 calendar days after Class Notice is mailed)
December 11, 2024	Last day for Settlement Administrator to provide the parties with a complete and accurate list of all Class Members who submitted timely and valid Objections to the Settlement (15 business days of the Response Deadline) Last day for Settlement Administrator to decide any disputes regarding workweeks or pay periods of Class Members (15 business days of the Response Deadline)
January 17, 2025	Last day for Plaintiff to file with the Court a motion for a final approval of the Settlement, the LWDA payment, and payment of the Settlement Administrator’s fees and expenses (16 court days before the Final Approval Hearing) Last day for Plaintiff and Putative Class Counsel to serve on Defendant

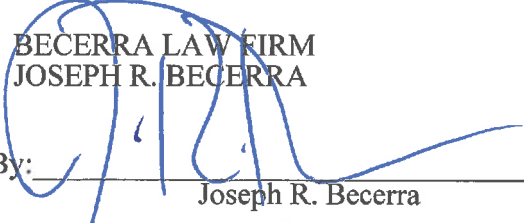
<u>Date</u>	<u>Event</u>
	and file with the Court a motion for award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment (16 court days before the Final Approval Hearing)
February 10, 2025	Final Approval Hearing
<i>(All dates that follow assume final approval granted and noticed on February 10, 2025)</i>	
February 20, 2025	Last day for Defendant to pay to the Settlement Administrator the first installment of \$500,000 of the Gross Settlement Amount (10 calendar days after Final Approval).
August 20, 2025	Last day for Defendant to pay the second and final installment of \$1,000,000 of the Gross Settlement Amount (6 months after the first installment)
September 10, 2025	Settlement Administrator to pay to Class Members the Settlement Shares; to Plaintiff, the Class Representative Payment; to Putative Class Counsel, the Class Counsel Fees and Expenses Payment; to the LWDA, the LWDA Payment; and to the Settlement Administrator, its reasonable fees and expenses (21 calendar days after final settlement installment paid by Defendant)

VI. CONCLUSION

Plaintiff and Class Counsel respectfully submit that the Settlement is in the best interests of the certified Class, as it is fair, adequate, and reasonable, and one that could ultimately be granted final approval. The Notice and related papers should be approved, ILYM Group Inc. should be appointed as Settlement Administrator, and the final approval hearing should be set for February 10, 2025 or the next date available to the Court.

Dated: July 10, 2024

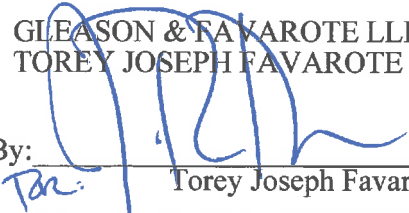
BECERRA LAW FIRM
JOSEPH R. BECERRA

By: 
Joseph R. Becerra

Attorneys for Plaintiff RONGHUI LEE and
CERTIFIED CLASS

Dated: July 10, 2024

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: 
Torey Joseph Favarote

Attorneys for Plaintiff RONGHUI LEE and
the CERTIFIED CLASS

PROOF OF SERVICE

I, Linda Montemayor, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

On July 10, 2024, I served a copy(ies) of the following document(s):

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT; APPOINTMENT OF SETTLEMENT ADMINISTRATOR; APPROVAL
OF CLASS NOTICE PACKET; SETTING OF FINAL APPROVAL HEARING**

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorney	Party(ies) Served	Method of Service
Michael Holecek Jun Nam Alexa Yarnell Gibson, Dunn & Crutcher LLP 333 South Grand Ave. Los Angeles, CA 90071-3197 Tel: (213) 229-7018 mholecek@gibsondunn.com jnam@gibsondunn.com ayarnell@gibsondunn.com	Attorneys for Default Defendant/Non-Party HUNGRYPANDA US INC.	By Electronic Service

☒ [BY ELECTRONIC SERVICE] I hereby certify that the above-referenced document(s) were served electronically on the parties listed herein at their most recent known email address or email of record at mholecek@gibsondunn.com, jnam@gibsondunn.com and ayarnell@gibsondunn.com.

☐ [BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Ace Attorneys Services, Inc. this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on July 10, 2024, at Long Beach, California.


Linda Montemayor