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Attorneys for Plaintiff Ronghui Lee
on behalf of himself and all others
similarly situated and all other aggrieved
employees

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

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

Plaintiff,

vs.

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

Defendant.

Case No. CIVSB2126633

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING FINAL JUDGMENT**

Date: February 20, 2025
Time: 8:30 a.m.
Judge: Hon. Christian Towns
Dept.: S-26

Action Filed: September 2, 2021
Trial Date: None

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1 On February 20, 2025, a hearing was held on the motion of plaintiff Ronghui Lee
2 (“Plaintiff”) for final approval of the class settlement (the “Settlement”). Joseph R. Becerra of
3 Becerra Law Firm and Torey Joseph Favarote of Gleason Favarote LLP appeared for Plaintiff; and
4 Michael Holecek appeared for Defendant HungryPanda US Inc. (“HungryPanda”).

5 The parties have submitted the Settlement, which this Court preliminarily approved by its
6 order entered on August 1, 2024. In accordance with the Preliminary Approval Order, Class
7 Members have been given notice of the terms of the Settlement and the opportunity to object to it.

8 Having received and considered the Settlement, the supporting papers filed, and the
9 evidence and argument received by the Court at the hearing before it entered the Preliminary
10 Approval Order and at the Final Approval Hearing on February 20, 2025, the Court grants final
11 approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as
12 follows:

13 1. Pursuant to the Preliminary Approval Order, a notice of proposed Settlement was
14 sent to each Class Member by first-class mail, email, and/or text message. This notice informed
15 Class Members of the terms of the Settlement, their right to object to the Settlement, and their right
16 to appear in person or by counsel at the Final Approval Hearing and be heard regarding the
17 approval of the Settlement. Adequate periods of time were provided by each of these procedures.
18 The Court finds and determines that this notice procedure afforded adequate protections to Class
19 Members and provides the basis for the Court to make an informed decision regarding approval of
20 the Settlement based on the responses of Class Members. The Court finds and determines that the
21 notice provided in this case was the best notice practicable and satisfied the requirements of law
22 and due process.

23 2. The California Labor and Workforce Development Agency (the “LWDA”) was
24 given timely notice of the Settlement pursuant to the California Labor Code Private Attorneys
25 General Act (“PAGA”), Cal. Lab. Code § 2699(l)(2). The notice of Settlement invited comment
26 on the Settlement. The Court finds and determines that this notice of the Settlement was timely,
27 adequate, and compliant with PAGA.

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1 3. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Class Member and that the Class Members who
3 did not timely submit valid elections not to participate in the Settlement in accordance with the
4 Settlement Agreement and the Preliminary Approval Order will be bound by the Settlement, that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 4. The Court finds and determines that the Settlement amounts to be paid to the Class
8 Members, as provided for by the Settlement Agreement, are fair and reasonable. The Court hereby
9 gives final approval to and orders the payment of those amounts be made to the Class Members in
10 accordance with the Settlement.

11 5. The Court finds and determines that the fees and expenses in administrating the
12 Settlement, in the amount of \$27,000, are fair and reasonable. The Court hereby gives final
13 approval to and orders that amount be paid out of the Settlement in accordance with its terms.

14 6. The Court determines that the Class Counsel's attorneys' fees and costs in the
15 amounts of \$500,000 and \$20,929.16 respectively are fair and reasonable.

16 7. The Court determines that the Class Representative Enhancement Award in the
17 amount of \$10,000 to be fair and reasonable.

18 8. Without affecting the finality of this order in any way, the Court retains jurisdiction
19 of all matters relating to the interpretation, administration, implementation, effectuation and
20 enforcement of this order and the Settlement.

21 9. Nothing in this order will preclude any action to enforce the parties' obligations
22 under the Settlement or under this order, including the requirement that HungryPanda make
23 payments in accordance with the Settlement.

24 10. Upon completion of administration of the Settlement, the Settlement Administrator
25 will provide written certification of such completion to the Court and counsel for the parties.

26 11. Pursuant to the Settlement, upon this final approval and HungryPanda's complete
27 funding of the Settlement, Plaintiff, all Class Members, and the released parties as defined in the
28 Settlement, will release the following class and PAGA claims:

1 "Released Class Claims": Upon final approval of the Long Form Agreement
2 and Defendant's complete funding of the settlement, each Class Member will release
3 the Released Parties (defined below) of all claims, actions, demands, causes of
4 action, suits, debts, obligations, demands, rights, liabilities, or legal theories of
5 relief, that are based on the facts and legal theories asserted in the operative
6 complaint in the Action, including without limitation claims for: (1) willful
7 misclassification in violation of Labor Code § 226.8, (2) failure to pay all wages due
8 in violation of Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation § 11010
9 and the IWC Wage Orders, (3) failure to pay timely wages in violation of Labor
10 Codes §§ 204, 206, 206.5, 207, 209, 210 and 215, (4) failure to pay minimum wage
11 in violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation§
12 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation of
13 Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in violation
14 of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, §11070, (7) failure to
15 provide rest periods in violation of Labor Codes §§ 226.7, 512, 1198, the IWC
16 Wage Orders, and Code of Regulation Title 8, § 11090(11), (8) unlawful deduction
17 of wages and wage theft in violation of Labor Codes §§ 221-224, 400-410, 450-452,
18 1198, 2928 and the IWC Wage Orders, (9) failure to reimburse business expenses in
19 violation of Labor Code § 2802, (10) failure to pay wages at termination in violation
20 of Labor Codes §§ 201-203, (11) failure to provide itemized wage statements and
21 accurate time records in violation of Labor Codes §§ 226, 1174(d), (12) violation of
22 California's Unfair Competition Law, Business & Professions Codes §§ 16600,
23 § 17200-17208. Out of an abundance of caution, the Released Class Claims include
24 any claims based on the identical factual predicate as that underlying the claims in
25 the Action. The period of the Released Class Claims shall extend to the limits of the
26 Release Period.

27 "Released PAGA Claims": Upon final approval of the Long Form
28 Agreement and Defendant's complete funding of the settlement, each PAGA Class

1 Member will release the Released Parties of all claims pursuant to the California
2 Labor Code Private Attorneys General Act (codified in Labor Code § 2698 et seq.)
3 based on the facts and legal theories asserted in the operative complaint in the
4 Action, including without limitation PAGA claims for: (1) willful misclassification
5 in violation of Labor Code § 226.8, (2) failure to pay all wages due in violation of
6 Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation §11010 and the IWC
7 Wage Orders, (3) failure to pay timely wages in violation of Labor Codes
8 §§ 204,206,206.5, 207,209,210 and 215, (4) failure to pay minimum wage in
9 violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation
10 § 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation
11 of Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in
12 violation of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, § 11070,
13 (7) failure to provide rest periods in violation of Labor Codes §§ 226.7, 512, 1198,
14 the IWC Wage Orders, and Code of Regulation Title 8, § 11090(11), (8) unlawful
15 deduction of wages and wage theft in violation of Labor Codes §§ 221-224, 400-
16 410, 450-452, 1198, 2928 and the IWC Wage Orders, (9) failure to reimburse
17 business expenses in violation of Labor Code § 2802, (10) failure to pay wages at
18 termination in violation of Labor Codes §§ 201-203, (11) failure to provide itemized
19 wage statements and accurate time records in violation of Labor Codes §§ 226,
20 1174(d). Out of an abundance of caution, the Released PAGA Claims include any
21 claims based on the identical factual predicate as that underlying the claims in the
22 Action. The period of the Released PAGA Claims shall extend to the limits of the
23 Release Period.”

24 12. HungryPanda denies and continues to deny all of the allegations made by Plaintiff
25 in the Action and denies and continues to deny that it is liable or owe any damages, penalties, or
26 other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the
27 Action.

28 13. The parties are hereby ordered to comply with the terms of the Settlement.

1 14. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement, the Order Granting Preliminary Approval of Class Action Settlement entered on
3 August 1, 2024, and this order, each side to bear its own costs and attorneys' fees except as
4 provided by the Settlement.

5 15. The Court sets a hearing regarding the final distribution of the Settlement for
6 _____, 2026.

7 IT IS SO ORDERED.

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9 Dated: _____

Hon. Christian Towns
Judge of the Superior Court

PROOF OF SERVICE

I, Thomas Steinhart, 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 January 24, 2025, I served a copy(ies) of the following document(s):

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING FINAL JUDGMENT

on the parties to this action as follows:

Attorney	Party(ies) Served	Method of Service
GIBSON, DUNN & CRUTCHER LLP Michael Holecek Arthur Halliday Alexa L. Yarnell 333 South Grand Avenue Los Angeles, California 90071 Telephone: 213.229.7000 Facsimile: 213.229.7520 MHolecek@gibsondunn.com AHalliday@gibsondunn.com AYarnell@gibsondunn.com	Attorneys for Default Defendant/Non- Party HUNGRYPANDA US INC.	By Email

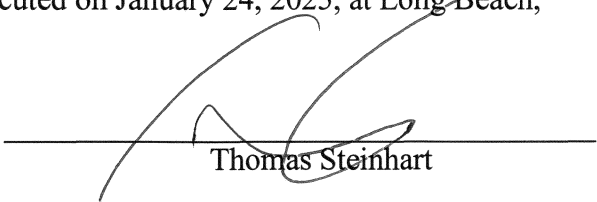


[BY ELECTRONIC TRANSMISSION] I caused said document to be sent by electronic transmission to the e-mail address indicated for the party(ies) listed above.



[BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Ace Attorney Service, 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 January 24, 2025, at Long Beach, California.


Thomas Steinhart