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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

**DECLARATION OF JOSEPH R.
BECERRA IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT**

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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DECLARARTION OF JOSEPH R. BECERRA

I, Joseph R. Becerra, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California, and before this Court. I am the principal attorney in the Becerra Law Firm, attorneys of record for plaintiff Ronghui Lee ("Plaintiff"). I have responsibility for the handling of this matter along with my co-counsel Torey Joseph Favarote of Gleason & Favarote, LLP. I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn as a witness.

2. This is a wage and hour class action originally brought by Ronghui Lee (hereinafter referred to as "Lee") against his former employer HungryPanda US Inc. ("HungryPanda" or the "Defendant") for numerous violations of the California Labor Code.

3. Plaintiff Lee worked as a "Driver" or "Courier" for Defendant in from 2020 to 2023.

4. Class Counsel has conducted significant investigation since the filing of the initial complaint. Over the course of the last 3 years, the bulk of Plaintiff's investigation into the allegations in the Complaint consisted of interviewing class members and obtaining documentary evidence from them regarding the claims at issue. Class Counsel's office, via a Mandarin speaking staff member, conducted dozens of interviews, obtained numerous payroll documents, and investigated various occurrences throughout the litigation including as to Defendant's policies and practices as experienced by the Class Members and Defendant's conduct throughout the Class Period. While the process was slow given the language barriers, the investigation was successful in identifying numerous violations and assisted in obtaining certification of the Class.

5. Defendant's default in this action resulted in more motion practice than in a typical action. Defendant moved to set aside the default which resulted in multiple rounds of briefings and two oral arguments. Defendant also filed a motion to compel arbitration, and opposed every discovery effort Class Counsel took. Every time Class Counsel subpoenaed documents and testimony, Defendant filed a motion to quash. On May 31, 2023, Defendant filed a motion to quash a subpoena for the Class Member's contact information. On August 2, 2023, Class Counsel

1 prevailed and Defendant's motion to quash was denied. On October 23, 2023, Defendant filed
2 another motion for a protective order and motion to quash. Class Counsel opposed the motion and
3 the strength of their opposition compelled Defendant to come to the bargaining table and the
4 hearing on that motion was stayed pending mediation.

5 6. The Settlement totals \$1,500,000.00. From the Gross Settlement Fund will be paid (a)
6 \$788,000.00 in *pro rata* awards to the Class Members based on the number of workweeks worked
7 between September 2, 2017 and May 9, 2023 (the "Net Settlement Amount") (b) a payment of
8 \$150,000 for PAGA penalties with 75% (\$112,500) going to the LWDA for its share of the civil
9 penalties and \$37,500 (25%) going to Class Members; (c) Class Representative Payment to
10 Plaintiff in the amount of \$10,000.00 (as approved by the Court) to compensate him for her
11 services to the Class in pursuing in the Action and the risk he assumed on behalf of the absent Class
12 Members; (d) Class Counsel Attorneys' Fees of \$500,000 (33.33% of the Gross Settlement Fund as
13 approved by the Court) to compensate them for their services to the Class in prosecuting the Action
14 and securing the Settlement, and Class Counsels' litigation expenses of up to \$25,000 (as approved
15 by the Court); (v) a payment to the Settlement Administrator, ILYM Group, for its reasonable fees
16 and expenses incurred in administering the Settlement, which are estimated at approximately
17 \$27,000.00; (vi) any other fees or expenses (other than attorneys' fees and expenses) incurred in
18 implementing the terms and conditions of Settlement and securing the judgment from the Court
19 pursuant to the Settlement. None of the Gross Settlement Amount will revert to Defendant.

20 7. I believe that the claims are meritorious. However, I have also considered the risk
21 that the prove up hearing could result in a lower award of damages and penalties than expected,
22 that the outcome of that hearing could require an opening up of the default, the risk of appeal on
23 overturning the default setting this case back to its beginning, decertification, and the possibility
24 that the case, if not settled now, will ultimately be less favorable to the Class Members. In
25 addition, I am aware that HungryPanda is a start-up company that is not profitable. Having
26 carefully weighed all these considerations, I am satisfied that the proposed Settlement is in the best
27 interests of the Class and aggrieved employees.

1 8. I believe that the Settlement is very fair and reasonable. I and my co-counsel have
2 conducted significant investigation in the case as noted herein so that we can properly evaluate
3 both the strengths and weaknesses of the case. My firm, and my co-counsel Mr. Favarote have
4 conducted extensive investigation and informal discovery and have participated in extensive
5 motion practice.

6 9. This case was settled through arms-length negotiation. Though cordial and
7 professional, the settlement negotiations have been adversarial and non-collusive in nature. The
8 settlement reached is the product of substantial effort by the parties and their counsel after more
9 than three years of very hard-fought litigation. While Plaintiff believes that he has a high
10 probability of success in defending the default based upon the Court's thorough analysis and
11 ruling, the potential for an adverse order reversing the trial Court's order created concern.
12 Additionally, the area of law on "gig economy workers" such as delivery drivers is constantly in
13 flux with the law changing rapidly and the uncertainty regarding the application of Proposition 22
14 to this case. On top of all of those uncertainties, is Defendant's financial condition. The appeal
15 process could take years, and Defendant has only been operating in California for the last 4 years
16 and asserts that it is not currently profitable. The likelihood of Defendant being able to pay a large
17 default judgment to the Class that is upheld by the Court of Appeals years from now is perilous to
18 say the least. There is also the chance that the default would not be upheld or that it would have to
19 be reopened to obtain a sufficient recovery for the Class Members, this could set the case back to
20 square one and all of the many risks that would entail, including recertification and trial. Class
21 Counsel submits that the Settlement for each participating Class Member is fair, reasonable, and
22 adequate given the inherent risk. The amount recoverable for each class member as set forth in the
23 Memorandum of Points and Authorities and in this declaration, is fair and reasonable based on a
24 review of all objective evidence. The Settlement that has been reached, subject to this Court's
25 approval, is the product of a lot of effort by the parties and their counsel.

26 10. I graduated from the University of Southern California in 1996 and received my law
27 degree from Loyola Law School in 2000. Prior to starting my own law firm, I was a partner in the
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1 law firm of Jones, Bell, Abbott, Fleming & Fitzgerald, LLP. Prior to Jones Bell, I was a long-time
2 associate at the national Labor and Employment firm Seyfarth Shaw, LLP, specializing in wage
3 and hour employment litigation.

4 11. I have substantial experience in handling wage and hour class actions, similar to this
5 case. I have been counsel of record in the following wage and hour class actions: *Jing Dong Zang*
6 *v. CA Fan Tuan Inc.*, San Bernardino Superior Court Case No. CIVSB2026778; *Joshua Loughrie*
7 *et al. v. Target Corporation.*, San Bernardino Superior Court Case No., CIVDS1804580; *Loftus et*
8 *al. v. Ferguson Enterprises, Inc.*, Los Angeles Superior Court, Case No. BC403691; *Sankey v.*
9 *Aeropostale, et al.*, Los Angeles Superior Court, Case No. BC 457468; *Scholz v. Tom James*
10 *Company*, United States District Court Central District, Case No. CV13-01376-CAS (DTBx);
11 *Nathan Pulley v. Stein Mart, Inc.*, Sacramento County Superior Court, Case No.: 34-2015-
12 00186167; *Peter Thom v. PMAB-3, LLC, et al.*, Orange County Superior Court, Case No. 30-2015-
13 00825585-CU-OE-CXC; *Pakaz v. Aeropostale, et al.*, Los Angeles Superior Court, Case No.
14 BC493736; *Bustos v. Global P.E.T., Inc., et al.*, Riverside Superior Court, Case No. RIC1500641;
15 *Ware v. Soho House West Hollywood, LLC*, Los Angeles Superior Court, Case No. BC 496246;
16 *Colby v. Spirit Garden, LLC*, San Diego Superior Court, Case No. 37-2012-00092383; *Graham v.*
17 *Wachovia Securities, Inc.*, United States District Court Central District, Case No. CV 05-
18 08187DOC(RNBx); *DiLustro v. Prudential Securities, Inc.*, United States District Court Southern
19 District, Case No. 05CV2143W; *Wilson v. Farmers Insurance Exchange*, Multi-District Litigation
20 Docket No. 1439(b) (United States District Court, District of Oregon Case No. 3:08-CV-00007-
21 JO), *Castillo v. Jarden Corporation*, San Bernardino Superior Court, Case No. CIVSS 811424,
22 *Gonzales v. Key Energy Services, Inc.*, Ventura Superior Court, Case No. CIV236497, *Pacheco v.*
23 *Lexicon Marketing USA, Inc.*, Los Angeles Superior Court, Case No. BC342265, *Morich v.*
24 *Wachovia Corporation*, Alameda Superior Court, Case No. RG05241037, as well as many other
25 class actions and non-class action wage and hour matters.

26 12. I am admitted, in good standing, to practice as an attorney in the State of California and
27 have never been subject to discipline by the State Bar of California. My hourly rate for wage and
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1 hour class actions is \$750.00 per hour. I was approved at this hourly rate for wage and hour class
2 actions in *Jing Dong Zang v. CA Fan Tuan Inc.*, San Bernardino Superior Court Case No.
3 CIVSB2026778; *Barnes v. Target*, San Bernardino Superior Court, Case No. CIVDS2007761; and
4 *Stokes v. Exact Staff*, San Bernardino Superior Court, Case No. CIVDSI924628.

5 13. The fee total for the Becerra Law Firm ("BLF") in prosecuting this action total
6 \$332,250 for the 443 hours that BLF billed to the case. BLF also had \$3,166.53 in costs for this
7 case. An itemized statement of the BLF's costs for these matters is attached as **Exhibit 1** to this
8 declaration.

9 I declare under penalty of perjury under the laws of the United States of America and the
10 State of California that the foregoing is true and correct, and that this declaration is made and
11 executed on this 22nd day of January 2025, at Long Beach, California.

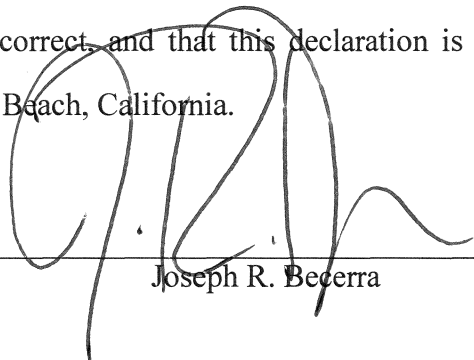
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14 _____
15 Joseph R. Becerra
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EXHIBIT 1

Becerra Law Firm
3646 Long Beach Blvd.
Suite 203
Long Beach, CA 90807

Invoice

Invoice #: 2421
Invoice Date: 1/13/2025
Due Date: 3/1/2025

Bill To:
Lee v Hungry Panda

Serviced	Description	Hours/Qty	Rate	Class	Amount
8/10/2021	Teleconference with client regarding potential case against Hungry Panda.	0.7	750.00		525.00
8/10/2021	Receipt, review and legal analysis of documents provided by client regarding potential claims; draft and revise legal memorandum to file regarding potential claims.	2.9	750.00		2,175.00
8/11/2021	Draft and revise class action engagement agreement; conferences with J. Tong and Panda team regarding new case and case assignments.	1.2	750.00		900.00
8/12/2021	Teleconference with Chinese interpreter regarding extensive translation of class documents and payroll records of client; draft memorandum to file regarding same.	0.8	750.00		600.00
8/12/2021	Further teleconferences with client regarding engagement agreement; conferences with J. Tong regarding same and client handling re interpretation of calls and memoranda to file regarding same.	1.3	750.00		975.00
9/1/2021	Review and revise class action complaint; conference with T. Favarote and J. Tong regarding same.	3.9	750.00		2,925.00
10/20/2021	Review and revise first amended Class and PAGA complaint; conferences with T. Favarote regarding same.	4.2	750.00		3,150.00
10/20/2021	Teleconferences with client regarding case strategy and addition to PAGA cause of action; draft memorandum to file regarding same.	0.9	750.00		675.00

Total

Payments/Credits

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Serviced	Description	Hours/Qty	Rate	Class	Amount
10/21/2021	Review and legal analysis of Court's initial CMC order and class action guidelines.	0.5	750.00		375.00
12/6/2021	Review and legal analysis of executed proof of service on multiple HP entities.	0.3	750.00		225.00
12/27/2021	Research, draft and revise initial written class and PAGA discovery in preparation for serving same and in preparation for initial CMC with Court.	2.2	750.00		1,650.00
12/27/2021	Research, draft and revise plaintiff's initial CMC Report to the court.	2.9	750.00		2,175.00
1/9/2022	Research regarding Hungry Panda's executive team and locations in preparation for nationwide service of all entities; conferences with D. Danning and T. Favarote regarding same.	3.8	750.00		2,850.00
1/10/2022	Further legal and factual research regarding Hungry Panda locations re service of process of first amended complaint.	1.3	750.00		975.00
1/13/2022	Receipt of notice from court continuing the initial CMC in case; draft memorandum to file regarding same.	0.2	750.00		150.00
2/16/2022	Teleconference with client regarding status of case, attempted service of the complaint and potential locations for Hungry Panda for service of process; draft memorandum to file regarding same.	1.6	750.00		1,200.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
2/21/2022	Review and revise notice of continuance of CMC and notice of the Court's minute order; review service of process instructions to insure proper service; draft memo to file regarding same.	0.9	750.00		675.00
3/29/2022	Research, draft and revise CMC statement in preparation for continued CMC informing Court of measures taken to serve defendant and defendant's refusal to accept proper service; conference with T. Favarote and D. Danning regarding same.	4.4	750.00		3,300.00
4/13/2022	Receipt and review of process servers executed proofs of services for multiple Hungry Panda locations and individuals served in preparation for filing default.	1.2	750.00		900.00
5/16/2022	Review and revise RFP, RFA, Special rogs, form rogs general and form rogs employment, sets 1 to Hungry Panda in preparation for obtaining default judgment for class and PAGA members.	3.9	750.00		2,925.00
5/18/2022	Review and revise entry of default; conferences with T. Favarote regarding same.	0.5	750.00		375.00
6/10/2022	Review and legal analysis of correspondence from S. Weisburst regarding his firm representing HP and requesting withdrawal of default; teleconferences with T. Favarote regarding same.	0.9	750.00		675.00
6/10/2022	Teleconference with client regarding case update.	0.4	750.00		300.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
6/10/2022	Review and legal analysis of defendant's responses to RFP, RFP, Form Rogs general, Form Rogs employment and RFA's; draft memorandum to file regarding same.	3.7	750.00		2,775.00
6/13/2022	Review and legal analysis of correspondence from S. Weisburst regarding submission of joint statement to court.	2	750.00		1,500.00
6/14/2022	Teleconference with S. Weisburst and M. Burks regarding case, service of documents to HP, default, discovery and joint CMC statement to the Court; teleconference with T. Favarote regarding same; draft memorandum to file regarding same.	1.6	750.00		1,200.00
6/14/2022	Draft correspondence to S. Weisburst enclosing all documents that have been served and filed in case as a courtesy.	0.3	750.00		225.00
6/16/2022	Review and legal analysis of notice of appearance filed by Gordon and Rees firm.	0.2	750.00		150.00
6/16/2022	Draft and revise joint cmc statement to court and send to opposing counsel for review and addition of "defendants' position.	0.9	750.00		675.00
6/17/2022	Review and legal analysis of defendant's additions to joint statement in preparation for addressing same; revising plaintiff's portion to address defendant's intention to file a motion to set aside default and to file a motion to compel arbitration.	1.5	750.00		1,125.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
6/17/2022	Review and legal analysis of additional legal argument of defendant in the joint statement in preparation for opposing motion to set aside default and to compel class/individual arbitration.	1.7	750.00		1,275.00
6/20/2022	Review and legal analysis of meet and confer correspondence and numerous exhibits sent by S. Weisburst in preparation for defendant filing a motion to compel arbitration and motion to stay class and paga case of plaintiff; legal research regarding viability of alleged electronic "confirmation" of arbitration agreement; teleconferences with client regarding same.	8.3	750.00		6,225.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
6/21/2022	Review and legal analysis of (1) Defendant's notice of motion and motion to compel arbitration of class action; (2) memorandum of points and authorities in support of motion to compel arbitration; (3) Declaration of Hsiung in support of motion to compel arbitration; (4) Declaration of Huang in support of motion to compel arbitration; (5) Declaration of Zhang in support of motion to compel arbitration; (6) Declaration of Rose in support of motion to compel arbitration; (7) request for judicial notice in support of motion to compel arbitration; (8) index of exhibits in support of motion to compel arbitration; and (9) proposed order granting motion to compel arbitration and staying matter; Full review and legal analysis of documents in preparation for drafting legal opposition and objections to evidence filed by Defendant.	9.2	750.00		6,900.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
6/22/2022	Review and legal analysis of (1) Defendant's notice of motion and motion to compel arbitration of class action; (2) memorandum of points and authorities in support of motion to compel arbitration; (3) Declaration of Hsiung in support of motion to compel arbitration; (4) Declaration of Huang in support of motion to compel arbitration; (5) Declaration of Zhang in support of motion to compel arbitration; (6) Declaration of Rose in support of motion to compel arbitration; (7) request for judicial notice in support of motion to compel arbitration; (8) index of exhibits in support of motion to compel arbitration; and (9) proposed order granting motion to compel arbitration and staying matter; Full review and legal analysis of documents in preparation for drafting legal opposition and objections to evidence filed by Defendant.	5.8	750.00		4,350.00
6/23/2022	Prepare for and attend initial case management conference; conference with T. Favarote in preparation thereof.	2.5	750.00		1,875.00
6/30/2022	Review and legal analysis of correspondence from S. Weisburst meeting and conferring prior to filing a motion to set aside default and requesting stipulation regarding same; legal research on default standard; conference with T. Favarote regarding same.	2.2	750.00		1,650.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
7/7/2022	Receipt and legal review and analysis of Defendant's (1) notice of motion and motion to set aside default; (2) memorandum of points and authorities in support of motion to set aside default; (3) Declaration of Hsuing in support of motion to set aside default; (4) Declaration of Huang in support of motion to set aside default; (5) Declaration of Shi in support of motion to set aside default; (6) Declaration of Liu in support of motion to set aside default; (7) Declaration of Weisburst in support of motion to set aside default; (8) Declaration of Rose in support of motion to set aside default; (9) compendium of exhibits in support of motion to set aside default; (10) proposed order setting aside default; review each of the documents, legal analysis, and draft memorandum to file in preparation for researching and drafting opposition to setting aside class default.	8.9	750.00		6,675.00

Total

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Serviced	Description	Hours/Qty	Rate	Class	Amount
7/8/2022	Receipt and legal review and analysis of Defendant's (1) notice of motion and motion to set aside default; (2) memorandum of points and authorities in support of motion to set aside default; (3) Declaration of Hsuing in support of motion to set aside default; (4) Declaration of Huang in support of motion to set aside default; (5) Declaration of Shi in support of motion to set aside default; (6) Declaration of Liu in support of motion to set aside default; (7) Declaration of Weisburst in support of motion to set aside default; (8) Declaration of Rose in support of motion to set aside default; (9) compendium of exhibits in support of motion to set aside default; (10) proposed order setting aside default; review each of the documents, legal analysis, and draft memorandum to file in preparation for researching and drafting opposition to setting aside class default.	8.5	750.00		6,375.00
7/11/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.	9	750.00		6,750.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
7/12/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.5.7	5.6	750.00		4,200.00
7/13/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.	7.8	750.00		5,850.00
7/14/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.	8.5	750.00		6,375.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
7/15/2022	Review and legal analysis of correspondence from S. Weisburst requesting that Plaintiff Class stipulate to setting aside default given "solid" law on defendant's side; drafting response thereto.	0.8	750.00		600.00
7/15/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.	6.1	750.00		4,575.00
7/17/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.	4.4	750.00		3,300.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
7/18/2022	Legal research and drafting and revising Plaintiff and Class: (1) Opposition to motion to set aside class default; (2) objections to evidence in support of motion to set aside class default; (3) declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (4) exhibits in support of opposition to motion to set aside class default.6.6	6.6	750.00		4,950.00
7/22/2022	Review and legal analysis of defendant's (1) Reply in support of motion to set aside class default; (2) defendant's objections to evidence submitted by plaintiff class in support of opposition; (3) defendants response to plaintiff's objections to defendant's evidence; legal research regarding authorities cited; draft memorandum to file analyzing documents filed in preparation for prosecuting oral argument; conferences with T. Favarote regarding same.	8.3	750.00		6,225.00
7/29/2022	Draft correspondence to S. Weisburst requesting extension on class motion to compel discovery responses given pending motions to compel arbitration and motion to set aside class default.	0.2	750.00		150.00
8/12/2022	Review and legal analysis of court's tentative ruling in preparation for prosecuting oral argument on defendant's motion to set aside class default.	2.5	750.00		1,875.00

Total

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Long Beach, CA 90807

Invoice

Invoice #: 2421
Invoice Date: 1/13/2025
Due Date: 3/1/2025

Bill To:
Lee v Hungry Panda

Serviced	Description	Hours/Qty	Rate	Class	Amount
8/15/2022	Prepare for and attend (in person) hearing on defendant's motion to set aside class default; memorandum to file regarding hearing; conferences with all counsel at hearing; travel to San Bernardino, CA.	8.6	750.00		6,450.00
8/17/2022	Review and legal analysis of notice of continued hearing on defendant's motion to set aside default and additional briefing schedule requested by Defendant in preparation of filing additional legal and evidentiary documents in opposition to defendant's motion to set aside default.	0.5	750.00		375.00
8/23/2022	Review and legal analysis of court transcript from October 15, 2022 hearing on defendant's motion to set aside class default in preparation for drafting and filing additional legal and evidentiary support in opposition to motion; draft memorandum to file regarding same.	2.1	750.00		1,575.00
9/6/2022	Review and legal analysis of correspondence from S. Weisburst requesting augmentation to court briefing schedule re defendant's amended motion to set aside class default.	0.5	750.00		375.00
9/7/2022	Draft and revise correspondence to S. Weisburst addressing defendant's request for additional time outside of court mandated briefing period.	0.9	750.00		675.00

Total

Payments/Credits

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Serviced	Description	Hours/Qty	Rate	Class	Amount
9/8/2022	Review and legal analysis of defendant's amended notice of motion and motion to compel arbitration and stay class action.	0.3	750.00		225.00
9/8/2022	Legal research regarding whether a defendant in default can file a motion to compel arbitration; draft memorandum to file regarding same; draft and revise objection to filing of amended motion to compel arbitration.	2.6	750.00		1,950.00
9/12/2022	Review and legal analysis of additional meet and confer correspondence from S. Weisburst demanding additional time and augmentation to court ordered briefing schedule on defendant's amended motion to set aside class default; researching and drafting response thereto.	2.8	750.00		2,100.00
9/12/2022	Review and legal analysis of further correspondence from S. Weisburst regarding investigation performed by Defendant re Court's inquiries in further request for augmentation to briefing schedule.	0.9	750.00		675.00
9/13/2022	Exchange of further, lengthy correspondence between the parties regarding legal authority to augment briefing schedule on defendant's motion to set aside class default; multiple conferences with T. Favarote regarding same.	2.5	750.00		1,875.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
9/14/2022	Review and legal analysis of Defendant's (1) supplemental brief in support of defendant's motion to set aside class judgment; (2) Huang supplemental declaration in support of motion to set aside class judgment; (3) Liu declaration in support of motion to set aside class default; (4) Yao declaration in support of motion to set aside class default; (5) Weisburst supplemental declaration in support of motion to set aside class default; (6) Rose supplemental declaration in support of motion to set aside class default; (7) Affidavit of Alex Olivares in support of motion to set aside class default; (8) Affidavit of Paul Sponaule in support of motion to set aside class default; Review of additional legal authorities cited and draft memorandum to file analyzing each document in preparation for drafting Opposition thereto.	9.3	750.00		6,975.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
9/15/2022	Review and legal analysis of Defendant's (1) supplemental brief in support of defendant's motion to set aside class judgment; (2) Huang supplemental declaration in support of motion to set aside class judgment; (3) Liu declaration in support of motion to set aside class default; (4) Yao declaration in support of motion to set aside class default; (5) Weisburst supplemental declaration in support of motion to set aside class default; (6) Rose supplemental declaration in support of motion to set aside class default; (7) Affidavit of Alex Olivares in support of motion to set aside class default; (8) Affidavit of Paul Sponaugle in support of motion to set aside class default; Review of additional legal authorities cited and draft memorandum to file analyzing each document in preparation for drafting Opposition thereto.	4.9	750.00		3,675.00
9/16/2022	Legal research and draft correspondence to S. Weisburst requesting that Defendant take motion to compel arbitration off calendar since defendant is in default.	1.1	750.00		825.00
9/16/2022	Review and legal analysis of defendant's refusal to take motion to compel arbitration off calendar; additional research regarding same; conference with T. Favarote regarding same.	0.9	750.00		675.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
9/16/2022	Draft and revise further meet and confer correspondence to S. Weisburst requesting reconsideration of defendant's refusal to take motion to compel arbitration off calendar pursuant to safe harbor provision of CCP 128.5.	1.3	750.00		975.00
9/16/2022	Review and analysis of further meet and confer analysis from S. Weisburst refusing to take motion to compel arbitration off calendar regardless of defendant's default status.	0.7	750.00		525.00
9/16/2022	Review and legal analysis of correspondence from Defendant to court clerk requesting continuing motion to compel arbitration.	0.6	750.00		450.00
9/28/2022	Review and legal analysis of subpoena issued by defendant to Registered Agents, Inc. in preparation for hearing on defendant's motion to set aside class default.	0.5	750.00		375.00
10/5/2022	Review and analysis of correspondence by and between T. Favarote and S. Weisburst regarding propriety of subpoena to Registered Agents, Inc.	0.5	750.00		375.00
10/6/2022	Review and legal analysis of court's minute order holding that because defendant is in default a motion to compel arbitration cannot be heard and continuing hearing on defendant's motion to compel arbitration.	0.3	750.00		225.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
10/11/2022	Research, draft and revise Plaintiff and the Class's (1) supplemental opposition and points and authorities in support of opposition to defendant's motion to set aside class default; (2) objections to evidence; (3) supplemental requests for judicial notice; (4) supplemental declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (5) declaration of Torey J. Favarote in support of opposition to defendant's motion to set aside class default.	9.2	750.00		6,900.00
10/12/2022	Research, draft and revise Plaintiff and the Class's (1) supplemental opposition and points and authorities in support of opposition to defendant's motion to set aside class default; (2) objections to evidence; (3) supplemental requests for judicial notice; (4) supplemental declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (5) declaration of Torey J. Favarote in support of opposition to defendant's motion to set aside class default.	6.7	750.00		5,025.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
10/14/2022	Research, draft and revise Plaintiff and the Class's (1) supplemental opposition and points and authorities in support of opposition to defendant's motion to set aside class default; (2) objections to evidence; (3) supplemental requests for judicial notice; (4) supplemental declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (5) declaration of Torey J. Favarote in support of opposition to defendant's motion to set aside class default.	8.5	750.00		6,375.00
10/15/2022	Research, draft and revise Plaintiff and the Class's (1) supplemental opposition and points and authorities in support of opposition to defendant's motion to set aside class default; (2) objections to evidence; (3) supplemental requests for judicial notice; (4) supplemental declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (5) declaration of Torey J. Favarote in support of opposition to defendant's motion to set aside class default.	6	750.00		4,500.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
10/17/2022	Research, draft and revise Plaintiff and the Class's (1) supplemental opposition and points and authorities in support of opposition to defendant's motion to set aside class default; (2) objections to evidence; (3) supplemental requests for judicial notice; (4) supplemental declaration of Joseph R. Becerra in support of opposition to motion to set aside class default; and (5) declaration of Torey J. Favarote in support of opposition to defendant's motion to set aside class default.	9.7	750.00		7,275.00
10/31/2022	Review of legal correspondence from A. Rose taking the deposition of Registered Agents, Inc. off calendar.	0.2	750.00		150.00
11/7/2022	Draft and revise notice of deposition and subpoena and document demand to PMQ of Registered Agents, Inc., in preparation for second hearing on defendant's motion to set aside default.	1.1	750.00		825.00
11/10/2022	Review and legal analysis of declaration of Andrew Corsberg of Registered Agents, Inc., submitted by defendant in support of motion to set aside class default; teleconference with Mr. Corsberg regarding same.	2.2	750.00		1,650.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
11/15/2022	Teleconference with A. Corsberg from Registered Agents regarding his declaration submitted by Defendants; draft and revise additional declaration of Andrew Corsberg in support of plaintiff and class opposition to defendant's motion to set aside class default.	3.8	750.00		2,850.00
11/15/2022	Review and legal analysis of additional relevant documents from A. Corsberg of Registered Agents regarding the service of all documents on Hungry Panda in preparation for submitting declaration to court and in prosecution of opposition to defendant's motion to set aside class default.	4.2	750.00		3,150.00
11/21/2022	Review and legal analysis of defendant's objection to plaintiff's notice of deposition of PMQ with Registered Agents, Inc.	0.2	750.00		150.00
11/28/2022	Draft and revise correspondence to defense counsel taking the deposition of PMQ of Registered Agents, off calendar.	0.1	750.00		75.00
12/2/2022	Review and legal analysis of Defendant's (1) Reply to Plaintiff's Supplemental Opposition to defendant's motion to set aside class default; (2) Objections to Plaintiff's Supplemental Evidence in support of opposition to motion to set aside class default; and (3) Reply to plaintiff's objections to evidence; draft memorandum to file analyzing each document in preparation for prosecuting oral argument at hearing.	7.2	750.00		5,400.00

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Served	Description	Hours/Qty	Rate	Class	Amount
12/9/2022	Review and legal analysis of Court's minute order continuing hearing on defendant's (second) hearing on motion to set class default.	2	750.00		1,500.00
1/19/2023	Receipt and review of court's tentative order denying defendant's motion to set aside class default; Review of file and all submissions regarding defendant's motion to set aside default in preparation for prosecution of oral argument.	5.5	750.00		4,125.00
1/20/2023	Prepare for and prosecute (in person) opposition to defendant's motion to set aside class default; conference with all counsel; travel to San Bernardino, CA	7.3	750.00		5,475.00
1/21/2023	Review and legal analysis of Court minute order further continuing hearing on defendant's motion to compel arbitration.	0.2	750.00		150.00
2/9/2023	Review and legal analysis of Court's final ruling denying Defendant's motion to set aside class default; draft memorandum to file analyzing ruling and legal authorities in preparation for defendant's interlocutory appeal of same.	1.3	750.00		975.00
2/16/2023	Legal research on proper course to obtain default judgment in class action; draft memorandum to file regarding same.	6.2	750.00		4,650.00
2/28/2023	Conference with client in San Gabriel, CA in preparation for drafting and filing motion for class certification.	5.5	750.00		4,125.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
3/2/2023	Legal research regarding issuing subpoenas to a party in default for discovery needed in support of motion for class certification; draft memorandum to file regarding same.	6.2	750.00		4,650.00
3/6/2023	Draft and revise CMC statement to court in preparation for CMC following default hearing.	1	750.00		750.00
3/10/2023	Prepare for and attend CMC following default.	1.2	750.00		900.00
3/10/2023	Review and legal analysis of court's minute order following 3/10 CMC setting briefing schedule for motion for class certification.	0.3	750.00		225.00
3/22/2023	Draft and revise plaintiff's motion for class certification and Becerra Declaration in support of motion for class certification.	8.9	750.00		6,675.00
3/23/2023	Draft and revise plaintiff's motion for class certification and Becerra Declaration in support of motion for class certification.	6.5	750.00		4,875.00
3/24/2023	Research, draft and revise class action trial plan in support of plaintiff's motion for class certification.	7.8	750.00		5,850.00
5/7/2023	Research, draft and revise ex parte application to specially set hearing date on plaintiff's motion for class certification and appointment of class counsel.	3.9	750.00		2,925.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
5/9/2023	Appear for and argue ex parte application so specially set Plaintiff's motion for class certification and appointment of class counsel; travel to San Bernardino, CA.	5.8	750.00		4,350.00
5/10/2023	Review and legal analysis of court's order granting plaintiff's motion for class certification and appointing Becerra Law Firm and G&F as class counsel; conferences with T. Favarote regarding same.	0.9	750.00		675.00
5/15/2023	Draft and revise RFP subpoena to defendant in default in preparation for filing a default "prove up" package for class; legal research regarding same.	4.2	750.00		3,150.00
5/15/2023	Teleconference with client regarding status of case.	0.4	750.00		300.00
5/31/2023	Review and legal analysis of defendant's (1) motion to quash subpoena; (2) separate statement in support of motion to quash subpoena; (3) declaration of Weisburst in support of motion to quash subpoena; (4) Liu declaration in support of motion to quash subpoena; (5) Zhang declaration in support of motion to quash subpoena; and (6) proposed order granting motion to quash subpoena; review and analysis of points and authorities submitted; draft memorandum to file analyzing each supporting document in preparation for drafting opposition thereto.	4.3	750.00		3,225.00

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6/6/2023	Review and revise meet and confer letter regarding defendant's motion to quash subpoena.	0.5	750.00		375.00
6/12/2023	Teleconference with client regarding status of case and potential resolution.	0.3	750.00		225.00
7/7/2023	Review and legal analysis of correspondence from S. Weisburst addressing plaintiff's meet and confer letter on defendant's motion to quash deposition subpoenas.	0.7	750.00		525.00
7/12/2023	Draft and revise further meet and confer correspondence to defendant re Defendant's motion to quash subpoena issued by Plaintiff Certified Class.	0.5	750.00		375.00
7/18/2023	Receipt and legal analysis of defendant's response to last meet and confer attempt by plaintiff re defendant's motion to quash.	1.3	750.00		975.00
7/19/2023	Draft and revise opposition to Defendant's Motion to quash; draft and revise declaration of Joseph R. Becerra in support of opposition to motion to quash; conferences with D. Danning regarding same.	4.4	750.00		3,300.00
7/26/2023	Review and legal analysis of Defendant's (1) Reply in support of motion to quash subpoena; (2) Winterlee declaration in support of reply in support of defendant's motion to quash; draft and revise memorandum to file analyzing authorities and declarations in preparation for oral argument on motion.	3.7	750.00		2,775.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
8/2/2023	Prepare for and attend oral argument on defendant's motion to quash subpoena for class data; conferences with all counsel regarding class data; draft notice of order and stipulation by defendant to produce class data to plaintiff.	4.3	750.00		3,225.00
8/10/2023	Review and legal analysis of correspondence from S. Weisburst enclosing a draft protective order prior to defendant producing class information; review and revise model protective order.	2.5	750.00		1,875.00
8/16/2023	Exchange meet and confer with all counsel regarding substance of proposed class notice to be sent to certified class.	0.5	750.00		375.00
8/17/2023	Review and legal analysis of court order approving class notice; contact administrator regarding same.	0.6	750.00		450.00
8/17/2023	Review and legal analysis of declaration of Zhang attesting to accuracy of class list supplied to administrator; conference with T. Favarote regarding same.	0.5	750.00		375.00
8/21/2023	Review and legal analysis of ILYM, class administrator, draft mail documents to be sent to class.	0.8	750.00		600.00
9/13/2023	Draft and revise additional subpoenas and PMK depositions to Defendant.	0.6	750.00		450.00

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10/3/2023	Review and legal analysis of correspondence from S. Weisburst meeting and conferring on defendant's objections to the certified class's document subpoenas and PMK deposition notices.	0.4	750.00		300.00
10/4/2023	Exchange multiple meet and confer correspondences with all counsel regarding plaintiff's subpoena and document requests and PMK depositions.	1.5	750.00		1,125.00
10/5/2023	Review and legal analysis of defendant's objections to plaintiff's subpoena for documents and testimony.	0.4	750.00		300.00
10/6/2023	Prepare for and attend teleconference with S. Weisburst and M. Burks regarding scope of discovery requests and potential stipulations; draft memorandum to file regarding same; teleconference with T. Favarote regarding same.	0.8	750.00		600.00
10/6/2023	Review legal memoranda regarding application of Proposition 22 on scope of discovery requested and defendant's objections.	1.5	750.00		1,125.00
10/12/2023	Draft and revise amended deposition notices and subpoenas per teleconference with defense counsel; serve same.	0.9	750.00		675.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
10/18/2023	Review and legal analysis of defendant's objections to amended deposition notices and subpoenas and correspondence explaining objections and refusals to produce relevant class data in preparation for filing motion to compel.	0.7	750.00		525.00
10/23/2023	Review and legal analysis of Defendant's (1) notice of motion and motion for protective order; (2) memorandum of points and authorities in support of motion for protective order; (3) separate statement in support of motion for protective order; (4) Houston Declaration in support of motion for protective order; (5) Weisburst declaration in support of motion for protective order; and (6) proposed order granting motion for protective order; review and analysis of each document and authorities cited in memorandum to file in preparation for drafting opposition thereto.	6.8	750.00		5,100.00
12/12/2023	Review and analysis of correspondence from M. Holecek informing class counsel that Gibson Dunn is substituting in as counsel for HP; review and legal analysis of substitution of attorney; conference with T. Favarote regarding same.	1	750.00		750.00
12/20/2023	Teleconference with M. Holecek to discuss case and potential mediation of matter.	0.6	750.00		450.00

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12/26/2023	Exchange correspondence with defendant regarding potential mediators.	0.2	750.00		150.00
1/9/2024	Draft and revise joint stipulation continuing protective order hearing in lieu of mediation.	0.5	750.00		375.00
2/1/2024	Review and legal analysis of class data in preparation for drafting damage analysis and in preparation for mediation of matter.	5.5	750.00		4,125.00
2/20/2024	Review and revise mediation brief; conferences with T. Favarote and D. Danning regarding same; draft and revise damage spreadsheet.	4.9	750.00		3,675.00
2/21/2024	Review and legal analysis of Hungry Panda's mediation brief in preparation for mediation of matter; analysis of exposure.	3.6	750.00		2,700.00
2/26/2024	Prepare for and attend mediation of matter with Hunter Hughes in San Diego, CA; travel to San Diego.	10.5	750.00		7,875.00
3/14/2024	Review and legal analysis of correspondence from M. Holecek amending Defendant's motion for protective order; analysis of same.	1.4	750.00		1,050.00
3/15/2024	Review and revise correspondence to M. Holecek objecting to late filed amended motion for protective order.	0.5	750.00		375.00
3/26/2024	Teleconference with M. Holecek regarding scope of subpoena and potential stipulation regarding production of class data; draft correspondence to M. Holecek regarding same.	0.7	750.00		525.00

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Serviced	Description	Hours/Qty	Rate	Class	Amount
3/27/2024	Review and legal analysis of Defendant's (1) Amended Motion for Protective Order; (2) Amended Separate Statement in support of amended motion for protective order; (3) Holecek declaration in support of amended motion for protective order; analysis of additional legal arguments and declarations in support thereof; memorandum to file regarding same in preparation for drafting and filing opposition thereto.	7.6	750.00		5,700.00
4/16/2024	Draft and revise the certified class's (1) opposition to amended motion for protective order; (2) Becerra Declaration in support of opposition to amended motion for protective order; (3) separate statement in support of opposition to defendant's amended motion for protective order.	6.9	750.00		5,175.00
4/24/2024	Review and legal analysis of Defendant's Reply in support of amended motion for protective order; review authorities and draft memorandum to file in preparation for prosecuting oral argument.	4.7	750.00		3,525.00
4/29/2024	Exchange correspondence with all counsel regarding potential resolution of matter.	0.7	750.00		525.00
7/8/2024	Draft and revise motion for preliminary approval and supporting declarations and documents.	8.6	750.00		6,450.00

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7/9/2024	Draft and revise motion for preliminary approval and supporting declarations and documents	5.3	750.00		3,975.00
8/1/2024	Prepare for and attend oral argument on plaintiff's motion for preliminary approval of class action settlement; conferences with T. Favarote and D. Danning regarding same.	2.8	750.00		2,100.00
1/8/2025	Review and revise motion for final approval and for attorneys' fees and costs and supporting documents and declarations.	4.5	750.00		3,375.00
7/17/2022	Tong Chinese Interpretation Services - Multiple document translation from Mandarin to English		1,850.00		1,850.00
6/23/2022	Travel and expenses to San Bernardino Superior Court from Long Beach, CA (140 miles round trip) for Case Management Conference.		118.00		118.00
8/15/2022	Travel and expenses to San Bernardino Superior Court from Long Beach, CA (140 miles round trip) to argue against Defendant's Motion to Set Aside Default.		118.00		118.00
1/20/2023	Travel and expenses to San Bernardino Superior Court from Long Beach, CA (140 miles round trip) for second hearing on Defendant's Motion to Set Aside Default.		118.00		118.00
2/28/2023	Travel and lunch to San Gabriel, California to meet with client (50 miles) round trip.		85.53		85.53

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Serviced	Description	Hours/Qty	Rate	Class	Amount
3/10/2023	Travel and expenses to San Bernardino Superior Court from Long Beach, CA (140 miles round trip) for CMC re default entered against Defendant.		118.00		118.00
5/9/2023	Travel and expenses to San Bernardino Superior Court from Long Beach, CA (140 miles round trip) for ex parte hearing to specially set Plaintiff's Motion for Class Certification.		118.00		118.00
8/2/2023	Travel and expenses to San Bernardino Superior Court from Long Beach, CA (140 miles round trip) for Defendant's Motion to Quash subpoenas issued by Plaintiff Class.		118.00		118.00
2/6/2024	Travel and expenses to travel to San Diego for mediation of matter (225 miles roundtrip).		418.00		418.00
8/1/2024	Courtcall re Plaintiff's Motion for Preliminary Approval of Class Action settlement.		105.00		105.00

Total	\$335,416.53
Payments/Credits	\$0.00
Balance Due	\$335,416.53

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):

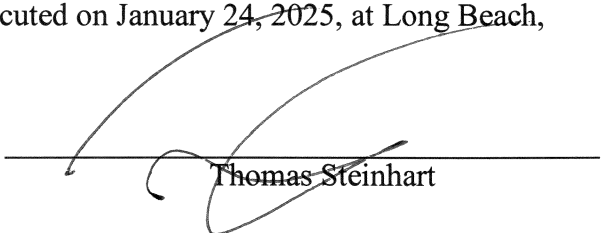
DECLARATION OF JOSEPH R. BECERRA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT on the parties to this action as follows:

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