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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 TORY JOSEPH
FAVAROTE 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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1 **Procedural History of the Action**

2 5. On September 2, 2021, Plaintiff filed this wage and hour class action against
3 Defendant which asserts 12 causes of action rooted in the Labor Code that stemmed from
4 Defendant's uniform misclassification of all the Class Members as independent contractors instead
5 of employees.

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

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

15 8. Pursuant to the Court's standing order, there was an initial stay on discovery in this
16 case. The stay was lifted at the initial case management conference held on March 22, 2021.

17 9. On March 24, 2023, Plaintiff moved for class certification which was granted by the
18 Court on May 9, 2023. The Court certified the following class and subclasses:

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

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

27 B. **Subclass B:** All Class Members employed during the time from September 2, 2017,
28 through Class Certification [May 9, 2023], who received an unauthorized and/or unlawful

1 deduction to their pay (The “Wage Theft Subclass”).

2 C. **Subclass C:** All Class Members employed during the time from September 2, 2017,
3 through Class Certification [May 9, 2023], who incurred reasonable business expenses in the
4 discharge of their duties and were not reimbursed.

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

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

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

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

18 10. In connection with the motion to certify the class in this matter, Class Counsel
19 subpoenaed the contact information of the Class Members. Even after certification HungryPanda
20 refused to produce that information and filed a motion to quash on May 31, 2023. Class Counsel
21 litigated that motion and prevailed. On August 2, 2023, the Court ordered HungryPanda to produce
22 the Class Member’s contact information so that a class notice could be sent out.

23 11. Plaintiff moved for an order approving the class notice and on August 11, 2023 the
24 Court approved Plaintiff’s proposed class notice and its distribution to the class and ordered that
25 the notice be distributed via first-class mail and/or email in both English and Chinese by ILYM
26 Group, Inc.

27 12. After notice, approximately 3,322 Class Members did not opt out of the case and are
28 covered by the Settlement. Eighteen Class Members opted out of the Class after receiving the

1 notice and are not part of the settlement class.

2 13. On September 29, 2023, Class Counsel subpoenaed deposition testimony and
3 documents from HungryPanda. On October 23, 2023, HungryPanda filed a motion for protective
4 order and a motion to quash. Class Counsel was forced to oppose that motion twice, as
5 HungryPanda filed an “amended” motion on March 27, 2024 which radically redefined the basis
6 for HungryPanda’s motion. HungryPanda filed a reply to that motion, but the motion was never
7 heard as the parties agreed to mediation and ultimately settled the case before a continued hearing
8 date.

9 14. The parties conducted a mediation in San Diego, California with renowned
10 wage/hour mediator Hunter Hughes on February 26, 2024. The case did not settle at mediation,
11 but the parties continued exchanging additional information. On June 24, 2024, the parties reached
12 a settlement and executed a Memorandum of Understanding (“MOU”). Thereafter, on July 9,
13 2024, the parties finalized and executed the Settlement that is before the Court. Attached hereto as
14 **Exhibit “1”** is a true and correct copy of the fully executed Settlement Agreement (“Settlement”).

15 15. On August 1, 2024, the Court preliminarily approved the Settlement.

16 **Principal Terms of the Settlement**

17 16. HungryPanda will pay \$1,500,000.00 (the “Gross Settlement Fund”) to settle the
18 Action on a class-wide basis for the 3,322 Class Members. (Settlement, ¶ 21.) The total number of
19 Class Member workweeks settled under the Settlement Agreement is approximately 44,095
20 (Settlement is calculated per workweek worked during the Class Period). (Settlement, ¶ 21.)

21 17. From the Gross Settlement Fund will be paid (a) \$938,000 in *pro rata* awards to the
22 Class Members based on the number of workweeks worked between September 2, 2017 and May
23 9, 2023 (the “Net Settlement Amount”) (b) a payment of \$150,000 for PAGA penalties with 75%
24 (\$112,500) going to the LWDA for its share of the civil penalties and \$37,500 (25%) going to
25 Class Members; (c) Class Representative Payment to Plaintiff in the amount of \$10,000.00 (as
26 approved by the Court) to compensate him for his services to the Class in pursuing the Action and
27 the risk he assumed on behalf of the absent Class Members; (d) Class Counsel Attorneys’ Fees of
28 \$500,000 (33.33% of the Gross Settlement Fund as approved by the Court) to compensate them for

1 their services to the Class in prosecuting the Action and securing the Settlement, and Class
2 Counsels' litigation expenses of up to \$25,000 (as approved by the Court); (e) a payment to the
3 Settlement Administrator, ILYM Group, Inc. for its reasonable fees and expenses incurred in
4 administering the Settlement, which are estimated at approximately \$27,000.00; (f) any other fees
5 or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and
6 conditions of Settlement and securing the judgment from the Court pursuant to the Settlement.
7 None of the Gross Settlement Amount will revert to Defendant. (Settlement, ¶¶ 11, 21, 24, 28,
8 39.).

9 18. Each Class Member's potential share of the Net Settlement Amount will be
10 calculated and apportioned from the Net Settlement Amount to Class Members on a pro rata basis
11 depending on the number of "weeks worked" or "workweeks" (defined as any calendar week
12 during the Class Period) in which a Class Member performed at least one day of work for
13 Defendant. Class Members did not need to submit a claim to participate and receive their
14 Individual Settlement Payment. (Settlement ¶ 47.)

15 19. Individual PAGA payments were calculated and apportioned from the 25% portion
16 of the PAGA Settlement Amount allocated to PAGA Class Members on a pro rata basis depending
17 on the number of pay periods in which a PAGA Class Member performed at least one day of work
18 for Defendant during the PAGA Period. PAGA Class Members did not need to submit a claim to
19 participate in the PAGA portion of the Settlement. (Settlement ¶ 48.)

20 20. Once the judgment becomes final and the settlement sum is paid in full, Class
21 Members will release their respective claims against Defendant and its related entities, under
22 California law that were raised or that could have been raised in the Action based on the facts
23 alleged in the Action. (Settlement, ¶ 31.) The Release Period is September 2, 2017 through July 1,
24 2024. (Settlement ¶ 35.)

25 21. A declaration from Makenna Snow as to the administration process is attached
26 hereto as **Exhibit 2**.

27 22. The Settlement Administrator sent to all Class Members a Class Notice via first
28 class mail, email, and/or text message. The Class Notice advised Class Members of their rights

1 under the Settlement Agreement, as well as the procedures to submit a Notice of Objection. The
2 Notice of Settlement advised the Class Members that they will receive an Individual Net
3 Settlement Payment based on the number of workweeks and pay periods worked for HungryPanda
4 during the respective Class and PAGA periods.

5 **Class Counsel's Discovery and Investigation**

6 23. Class Counsel has conducted significant investigation since the filing of the initial
7 complaint. Class Counsel's investigation as to the class claims included propounding, Form
8 Interrogatories – General; Form Interrogatories – Employment Law; Special Interrogatories;
9 Requests for Production of Documents; Requests for Admissions; interviewing class members; and
10 obtaining documentary evidence from them regarding the claims at issue. Class Counsel's office,
11 via a Mandarin speaking staff member, conducted dozens of interviews, obtained numerous payroll
12 documents, and investigated various occurrences throughout the litigation including as to
13 Defendant's policies and practices as experienced by the Class Members and Defendant's conduct
14 throughout the Class Period. While the process was slow given the language barriers, the
15 investigation was successful in identifying numerous violations and assisted in obtaining
16 certification of the Class.

17 24. Defendant's default in this action resulted in more motion practice than in a typical
18 action. Defendant moved to set aside the default which resulted in multiple rounds of briefings and
19 two oral arguments. Defendant also filed a motion to compel arbitration, and opposed every
20 discovery effort Class Counsel took. Every time Class Counsel subpoenaed documents and
21 testimony, Defendant filed a motion to quash. On May 31, 2023, Defendant filed a motion to quash
22 a subpoena for the Class Member's contact information. On August 2, 2023, Class Counsel
23 prevailed and Defendant's motion to quash was denied. On October 23, 2023, Defendant filed
24 another motion for a protective order and motion to quash. Class Counsel opposed the motion and
25 the strength of their opposition compelled Defendant to come to the bargaining table and the
26 hearing on that motion was stayed pending mediation.

27 25. As part of the mediation process, Defendant produced a detailed declaration from its
28 Senior Delivery Operations Manager, Shengzhi Liu, providing: (i) the total number of Class

1 Members who worked during the Class Period; (ii) the total workweeks worked by the Class
2 Members during the Class and PAGA periods; (iii) the details of how long work shifts lasted for
3 Class Members; (iv) the average amount of time (in hours) that Class Members delivered per day;
4 (v) the aggregate number of work weeks that drivers performed at least one delivery; (vi) aggregate
5 number of delivery trips made by the Class Members; (vii) the average amount paid to Class
6 Members per delivery; (viii) average number of deliveries made by Class Members per day;
7 (ix) the average distance traveled by Class Members per delivery; and (x) the average amount of
8 time (in hours) that Class Members spent making a delivery from when they accepted the delivery
9 offer on the app until the delivery as completed. This declaration was filed with the Court in
10 connection with Plaintiff's motion for preliminary approval.

11 26. Additionally, as part of the Settlement, Plaintiff received confidential financial
12 information for HungryPanda, which was also filed under seal with the Court. This information
13 included HungryPanda's California and Federal tax returns for the last two years; profit and loss
14 statements for the last two years; and balance sheets for the last two years. This financial data
15 provided to Class Counsel confirmed that HungryPanda has not been a profitable entity. The
16 review of HungryPanda's financial situation and its ability to pay a settlement in this matter was a
17 significant factor in the settlement of this case. The review of HungryPanda's financial documents
18 provided substantial concern to Class Counsel that if this matter was not resolved, HungryPanda
19 may not continue in California without a significant change in its business revenue and structure.
20 As such, while the Kullar analysis set forth in my declaration in support of preliminary approval
21 analyzed the potential damages, the financial situation of HungryPanda was the driving force and
22 primary concern of Class Counsel in agreeing to this Settlement.

23 27. The parties conducted significant litigation in the action before coming to the
24 present Settlement. In addition to the discovery exchanged, the parties engaged in substantial meet
25 and confer efforts.

26 28. The \$1,500,000.00 Settlement that was reached represents an excellent recovery.
27 The Settlement was discounted in light of: (i) Defendant's financial condition; (ii) the risk posed by
28 a prove up hearing or possible requirement of reopening the default resetting the case to square

one; (iii) the risk of appeal on the issue of overturing the default; (iv) the risk of decertification; and (v) the risk posed by the uncertainty in the law concerning Proposition 22. Class Counsel believes that the Settlement in light of all the above noted factors, is a fair and reasonable settlement.

29. I believe that the Settlement is fair and reasonable. I and my co-counsel have conducted significant investigation in the case as noted herein so that we can properly evaluate both the strengths and weaknesses of the case.

30. Plaintiff has also submitted the accompanying motion and the Settlement agreement to the LWDA as required by Labor Code section 2699.3(l)(2).

Class Representative Enhancements

31. I believe that Class Representative Enhancement of \$10,000 to Plaintiff Lee is fair and reasonable. Mr. Lee spoke at length with Class Counsel, took efforts to educate himself about the nature of the case and to provide as much information as possible to Class Counsel on the conditions he and the other Class Members worked under. Mr. Lee carefully reviewed the Settlement and did what was required of him as a class representative.

32. There are few individuals that are willing to act as class representatives and provide the work, diligence and willingness to assume a substantial risk if HungryPanda had prevailed in this case. The class representative's willingness to assume the financial risk is significant. California law states that the losing party must pay the prevailing party's costs. As such, if Mr. Lee did not prevail in this case, he could have been subject to a cost award in the amount of tens of thousands of dollars for litigation costs. Mr. Lee also risks being blacklisted not only in the general job market but in the much smaller job market available to those like him who do not speak English fluently. The risk to him is much higher than the average class representative as he is part of a smaller and much better connected employment community, and his other options are much more limited than the average worker who speaks English fluently. As such, we believe that the requested enhancement for the class representative is fair and reasonable.

Fair and Reasonable Settlement

33. This case was settled through arms-length negotiation. Though cordial and professional, the settlement negotiations have been adversarial and non-collusive in nature. The

1 Settlement reached is the product of substantial effort by the parties and their counsel after more
2 than a year of very hard-fought litigation. While Plaintiff believes that he has a high probability of
3 ultimately prevailing on the claims in this action at a prove-up hearing, he also recognizes the
4 inherent risks of litigation and understands the benefit of the Class receiving Settlement funds
5 immediately rather than risking potential unfavorable decisions on a prove up hearing, appeal, on
6 any possible reopening of the default, on the damages awarded, and/or on a re-litigation of the case
7 from square one that could take many more years to litigate.

8 **Class Counsels' Request for Attorneys' Fees and Costs**

9 34. The fee total for Gleason & Favarote LLP ("G&F") for the litigation of this action is
10 \$257,581.00. The hours G&F expended litigating this action total 426.7. The costs incurred by
11 G&F in prosecuting this action is \$17,762.63. Attached as **Exhibit "3"** are the itemized costs
12 statements for G&F for the case. The fee total for the Becerra Law Firm ("BLF") in prosecuting
13 this action total \$332,250 for the 443 hours that BLF billed to the case. (Declaration of Joseph R.
14 Becerra in Support of Final Approval of Class Action Settlement and Award for Attorney Fees,
15 Costs and Class Representative Enhancement ("Becerra Decl."), ¶ 13.) BLF also had \$3,166.53 in
16 costs in this action. An itemized statement of BLF's costs are attached as Exhibit 1 to the Becerra
17 Declaration. (Becerra Decl., ¶ 13; Exhibit 1.) As such, the total fees billed by Class Counsel
18 collectively for the Actions equals \$589,831 plus \$20,929.16 in costs.

19 35. In total, Class Counsel, in aggregate have spent in excess of 869.7 hours on this
20 Action. My billing rate is \$750.00 per hour for wage and hour class actions, and I have been
21 practicing in this area of the law for over 25 years. On May 4, 2021, I was approved at \$750 per
22 hour in the San Bernardino Superior Court in Stokes et. al. v. Exact Staff, Inc., Case No.
23 CIVDS1924628. On May 26, 2021, I was approved at \$750 per hour in the San Bernardino
24 County Superior Court in Arthur Barnes et. al. v. Target Corp., Lead Case No. CIVDS2007761
25 (consolidated with Case Nos. CIVDS2012750 and CIVDS2004578). On October 4, 2022, I was
26 approved at \$750 per hour in the San Bernardino Superior Court in Jing Dong Zang v. CA Fan
27 Tuan Inc., Case No. CIVSB2026778.

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36. Class Counsels' Lodestar totals \$589,831 in aggregate. The total fees requested is \$500,000, a little less than 85% of the fees incurred in litigating this action.

37. Attached hereto as **Exhibit “4”** is a true and correct copy of Declaration of Ronghui Lee in support of this motion.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on January 24, 2025 at Long Beach, California.

Torey Joseph Pavarote

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

13. "Class Counsel Award" means any attorneys' fees, expenses or costs awarded to Class Counsel by the Court.

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

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

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

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

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

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

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

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

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

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

22. "Individual Settlement Payment" means each Class Member's respective share of the Net Settlement Amount.

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

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

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

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

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

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

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

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

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

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

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

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

33. "Released Claims" means the Released Class Claims and the Released PAGA Claims.

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

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

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

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

38. "Settlement Administrator" means ILYM Group, which the Parties have agreed to, subject to approval by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or

otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

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

III. TERMS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed to this ___ day of July, 2024.

09/07/2024

Dated: July __, 2024

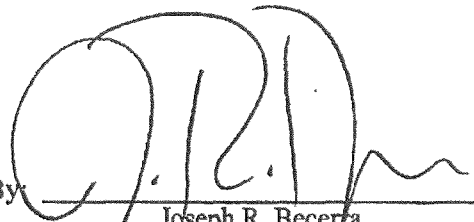
By: 
Ronghui Lee (Jul 9, 2024 04:38 PDT)
Ronghui Lee
Plaintiff and Class Representative

Dated: July _7_, 2024

By: Kelu Liu
HungryPanda US Inc.

Approval as to Form and Content by Counsel:

Dated: July 8, 2024

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

Dated: July 8, 2024

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

EXHIBIT A
(Notice of Class and PAGA Action
Settlement)

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

This is an Official Court Notice of a Proposed Settlement in the following lawsuit:

Lee v. HungryPanda US Inc., San Bernardino County Superior Court Case No.

CIVSB2126633

Name [insert name]

Correction to Address Needed?

Address [insert address]

Contact the Settlement Administrator.

CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

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

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

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

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

A. PURPOSE OF THIS NOTICE

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

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

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

B. DESCRIPTION OF THE ACTION

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

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

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

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

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

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

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

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

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

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

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

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

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

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

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

D. TO PARTICIPATE IN THE SETTLEMENT

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

E. TO OBJECT TO THE SETTLEMENT

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

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

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

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

F. DISPUTES AS TO WORKWEEKS OR PAY PERIODS CREDITED

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

G. TAXES

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

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

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

I. ADDITIONAL INFORMATION

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

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

NAME OF ADMINISTRATOR

ADDRESS

TOLL-FREE PHONE NUMBER; FAX

E-MAIL ADDRESS

DOCUMENT URL

The attorneys for the class ("Class Counsel") is:

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

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

The attorneys for HungryPanda are:

MICHAEL HOLECEK

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

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

EXHIBIT 2

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**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

Defendants.

Case No. CIVSB2126633

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC., IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: February 20, 2025
Time: 8:30 a.m.

Judge: Christian Towns
Dept.: S-26

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional
4 settlement services provider who has been retained by Plaintiff's Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Lee v.*
6 *HungryPanda US Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by Plaintiff's Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class and PAGA Action Settlement* both in English and Mandarin (referred to as "Notice
18 Packet"); (b) receiving and processing requests for exclusion; (c) resolving Class and PAGA
19 Members' disputes over the number of Applicable Covered Deliveries Defendant has record of
20 them working during the Class and PAGA Period, which was pre-printed on their individualized
21 Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law;
23 (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On August 2, 2024, ILYM Group received the Court-approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group subsequently prepared drafts of the formatted
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1 Notice Packet (both English and Mandarin versions), which were approved by the Plaintiff's
2 Counsel prior to mailing.

3 5. By October 17, 2024, ILYM Group received the Class List from Counsel for
4 Defendant, which contained the name, delivery ID, social security number (if known), last known
5 mailing address (if known), and the total number of Delivery Weeks worked for each Class and
6 PAGA Member. The Class List was uploaded to our database and checked for duplicates and other
7 possible discrepancies. The Class List contained 3,322 individuals including 3,322 class members
8 with 44,095 workweeks and 2,755 PAGA Members with 36,738 Pay Periods.

9 6. As part of the preparation for mailing, all 3,322 names and addresses contained in
10 the Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class and PAGA Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

17 7. On November 5, 2024, the Notice Packet was mailed, via U.S First Class Mail,
18 email and/or text message, to all 3,322 individuals contained in the Class List. Attached hereto,
19 as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 167 Notice Packets have been returned to our
21 office. Of the 167 returned Notice Packets, none returned included a forwarding address. ILYM
22 Group performed a computerized skip trace on the 167 returned Notice Packets that did not have a
23 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice
24 Packet. As a result of this skip trace, 71 updated addresses were obtained and the Notice Packet
25 was promptly re-mailed to those Class Members, via U.S First Class Mail. In addition, 1 Class
26 Member requested that a Notice Packet be re-mailed to them.

1 9. As of the date of this declaration, a total of 72 Notice Packets have been re-mailed.
2 Specifically, 71 Notice Packets have been re-mailed as a result of ILYM Group's skip tracing
3 efforts and 1 was re-mailed due to a request made by a Class Member.

4 10. As of the date of this declaration, a total of 96 Notice Packets have been deemed
5 undeliverable. Specifically, 96 Notice Packets were deemed undeliverable as no updated addresses
6 were found notwithstanding the skip tracing.

7 11. As of the date of this declaration, ILYM Group has not received any objections to
8 the Settlement. The deadline to file an objection to the Settlement was January 4, 2025.

9 12. As of the date of this declaration, ILYM Group will report a total of 3,322
10 Participating Class Members, representing 100.00% of the 3,322 Class Members.

11 13. Participating Class Members will receive a proportional share of the Net Settlement
12 Fund through individual settlement payments, based on the number of Workweeks worked by
13 Class Members during the Class Period. The Net Settlement Fund is the amount remaining after
14 deduction of the Court-approved payments from the Settlement Amount for Class Counsel Fees
15 and Litigation Costs, the Class Representative Service Payment, Claims Administration Fees to
16 ILYM Group, and the PAGA allocation, e.g.,

17 Settlement Amount	\$1,500,000.00
18 Attorney Fees	\$500,000.00
19 Attorney Costs/ Expenses (up to)	\$25,000.00
20 Service Payment- Ronghui Lee	\$10,000.00
21 ILYM Group Fees	\$27,000.00
22 LWDA	\$112,500.00
23 PAGA Members	\$37,500.00
24 Net Settlement Fund	\$788,000.00

25 To determine a Participating Class Members' individual settlement payment, the
26 distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the
27 Applicable Workweeks worked by each Participating Class Member during the Class Period, to the
28 total number of Workweeks worked by all Class Members during the Class Period. Based on these

1 calculations, the Participating Class Members will receive an estimated average gross payment of
2 \$237.21, with the estimated highest gross payment being \$3,591.97. Participating PAGA Members
3 will receive an estimated average gross payment of \$13.61, with the estimated highest gross
4 payment being \$143.92.

5 14. ILYM Group's total fees and costs for services in connection with the administration
6 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
7 costs for completion of the settlement administration, are \$27,000.00. ILYM Group's work in
8 connection with this matter will continue with the calculation of the settlement award payments,
9 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
10 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
11 Group to perform.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
14 was executed this 23rd day of January 2025, at Tustin, California.

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18 MAKENNA SNOW
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EXHIBIT “A”

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

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

Name «First» «Last»

Correction to Address Needed?

Address «Address_1» «City»,«State» «Zip_Code»

Contact the Settlement Administrator.

ILYM ID: «ILYM_ID»

Unique PIN: «Unique_PIN_»

YOU MAY ALSO NEED TO SUBMIT A FORM W-9 OR YOUR SOCIAL SECURITY NUMBER DIRECTLY TO THE SETTLEMENT ADMINISTRATOR TO RECEIVE YOUR SHARE OF THE SETTLEMENT PROCEED, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR AT CLAIMS@ILYMGROUP.COM; (888) 250-6810 TO ENSURE YOUR INFORMATION IS CORRECT AND COMPLETE.

CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

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

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

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

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

A. PURPOSE OF THIS NOTICE

On May 9, 2023, the Court certified the following class: All individuals currently or formerly employed by HungryPanda as an independent contractor in the title of Driver, Contractor, or other similar titles/duties who performed deliveries for Defendant and/or its customers in California at any time within the Class Period that did not opt-out. (“Class”). After certification, notice was sent to the Class, informing the Class Members of their right to request exclusion from the Class by “opting out.” You are getting this notice because you are a Class Member—i.e., you performed deliveries for HungryPanda in California during the Class Period and did not opt out of the Class.

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

B. DESCRIPTION OF THE ACTION

Plaintiff sued HungryPanda claiming that since 2017 HungryPanda has misclassified its delivery drivers, made unlawful deductions to its delivery driver’s wages, and performed unlawful background checks on its delivery drivers, resulting in unpaid wages, unprovided meal periods and rest breaks, unreimbursed business expenses, failure to pay all wages owed and due at discharge, failure to provide accurate wage statements, violations of California’s unfair competition law (“UCL”),

and civil penalties due under the Labor Code Private Attorneys General Act (“PAGA”). Plaintiff also alleged that HungryPanda failed to pay overtime wages, failed to pay wages at the correct regular rate (including, overtime, meal or rest period premiums), failed to provide compliant meal and rest periods or premiums therefor, failed to timely pay wages during employment or at discharge or termination, failed to accurately record time, including all time worked, failed to provide one day’s rest in seven, violated provisions of the Industrial Welfare Commission Wage Orders and owed civil penalties, including under PAGA, for all of the foregoing alleged violations. Plaintiff claims that HungryPanda owes Class Members wages, penalties, liquidated damages, interest, injunctive relief, declaratory relief, accounting, plus attorneys’ fees and court costs. HungryPanda disputes these allegations and believes it complied with the law.

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

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

On August 1, 2024 the Court granted preliminary approval of this proposed Settlement of the Action. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for February 11, 2025 (“Final Approval Hearing”). See below for details. The date of the Final Approval Hearing is subject to be changed.

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

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

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

1. The settlement amount is \$1,500,000.00 (the “Settlement Amount”) from which HungryPanda would pay: (a) a minimum of \$788,000.00 for payment to Settlement Members; (b) a maximum of \$500,000.00 (33.33% of the Settlement Amount) for the payment of Class Counsel’s attorney fees plus litigation costs up to \$25,000.00; (c) \$150,00.00 allocated for settlement of the PAGA claims, 75% (approximately \$112,500.00) of which will go to the State of California for its share of the PAGA Settlement Amount and 25% (approximately \$37,500.00) of which will be distributed to the Class Members who worked during the PAGA Period; (d) a maximum of \$10,000.00 for the payment of a class representative service payment to the named Plaintiff for her service to the Class in bringing the case on behalf of the Class; and (e) a maximum of \$27,000.00 for Settlement Administration Costs. The Settlement Amount shall be reported entirely on an IRS form 1099. In the event that the maximum sums stated in subsections (b)-(e) are not approved and awarded by the Court, the unapproved and awarded sums shall be added to the Class Recovery (subsection (a)). None of these sums shall revert to HungryPanda. The amount set forth above in subsection (a) is referred to herein as the “Class Recovery.”

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

3. The PAGA Recovery will be allocated among Class Members based upon calculations made using HungryPanda’s records. Specifically, a Class Member’s share of the PAGA Payment will be calculated by reference to the number of pay periods worked during the PAGA Period. Each pay period worked by Class Members will be equal to one (1) PAGA settlement share. The total number of PAGA settlement shares for all Class Members will be added together and

the resulting sum will be divided into \$37,500.00 to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of PAGA settlement shares to determine the Class Member's *pro rata* portion of the PAGA Payment (the "PAGA Settlement Payment"). 100% of each PAGA Settlement Payment shall, for tax purposes, be designated as penalties and shall be reported using a Form 1099.

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

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

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

Each PAGA Class Member will release the Released Parties of all claims pursuant to the California Labor Code Private Attorneys General Act (codified in Labor Code § 2698 et seq.) based on the facts and legal theories asserted in the operative complaint in the Action, including without limitation PAGA claims for: (1) willful misclassification in violation of Labor Code § 226.8, (2) failure to pay all wages due in violation of Labor Codes §§ 204, 515, 1194, 1198, Code of Regulation §11010 and the IWC Wage Orders, (3) failure to pay timely wages in violation of Labor Codes §§ 204, 206, 206.5, 207, 209, 210 and 215, (4) failure to pay minimum wage in violation of Labor Codes §§ 1194, 1194.2, 1197.1, 1199, Code of Regulation § 11090, and the IWC Wage Orders, (5) failure to pay overtime wages in violation of Labor Codes § 510, 558, 1194, 1198, (6) failure to provide meal periods in violation of Labor Codes §§ 226.7, 512, Code of Regulation Title 8, §11070, (7) failure to provide rest periods in violation of Labor Codes §§ 226.7, 512, 1198, the IWC Wage Orders, and Code of Regulation Title 8, §11090(11), (8) unlawful deduction of wages and wage theft in violation of Labor Codes §§ 221-224, 400-410, 450-452, 1198, 2928 and the IWC Wage Orders, (9) failure to reimburse business expenses in violation of Labor Code § 2802, (10) failure to pay wages at termination in violation of Labor Codes §§ 201-203, (11) failure to provide itemized wage statements and accurate time records in violation of Labor Codes §§ 226, 1174(d). Out of an abundance of caution, the Released PAGA Claims include any claims based on the identical factual predicate as that underlying the claims in the Action. The period of the Released PAGA Claims shall extend to the limits of the Release Period. The Release Period is from September 2, 2017 to July 1, 2024.

D. TO PARTICIPATE IN THE SETTLEMENT

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

E. TO OBJECT TO THE SETTLEMENT

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

Class Counsel's application for fees will be filed with the Court on or before **January 17, 2025**. You may access that document any time after that date through the San Bernardino Superior Court's Online Case Access system, which can be accessed by logging in at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Users will be required to accept the terms of use and enter the case number (CIVSB2126633) to obtain case documents. Users may incur fees charged by the San Bernardino Superior Court for providing electronic public access to court records. If you believe you have a basis to object, you may do so by submitting a written objection in the manner described below.

All objections should contain the objectors full name, address, and signature, as well as the case name and case number (Ronghui Lee v. HungryPanda US Inc. San Bernardino Superior Court Case Number CIVSB2126633). While not required, any objection may state and explain why you object to the proposed Settlement or to the requested attorney's fees and whether you or someone on your behalf intends to appear at the Final Approval Hearing. All written objections and supporting papers must be filed or postmarked on or before **January 4, 2025** and sent to the Settlement Administrator at the address at the end of this notice. Regardless of whether you submit an objection, or explain any objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

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

F. DISPUTES AS TO WORKWEEKS OR PAY PERIODS CREDITED

For each Class Member, the weeks worked during the applicable Class Period will be calculated from HungryPanda's records. If you disagree with the numbers reported above, you may submit evidence to the Settlement Administrator on or before **January 4, 2025**, with documentation to establish the number of workweeks or pay periods you claim to have actually worked for HungryPanda in California during the Class Period or PAGA Period. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will review HungryPanda's records and evaluate the evidence submitted by the Class Member in good faith to determine how many workweeks or pay periods should be credited to each Class Member.

G. TAXES

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

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the class representative service payment on February 11, 2025 at 8:30 a.m. in Department S-26 of the San Bernardino County Superior Court located at 247 West 3rd St. San Bernardino, California 92415. The date of the Final Approval Hearing is subject to change.

I. ADDITIONAL INFORMATION

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

This Notice only summarizes the Action, the Settlement, and other related matters. *Please do not contact the Court or the Court Clerk about this notice.* For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at <https://www.sb-court.org/divisions/civil-general-information/court-case->

information-and-document-sales, or at the office of the clerk of the San Bernardino County Superior Court, located at 247 West 3rd St. San Bernardino, California 92415. You may also contact the Settlement Administrator at:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

www.hungrypandasettlement.com

The attorneys for the class ("Class Counsel") is:

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Facsimile: (213) 229-7520

Email: mholecek@gibsondunn.com

ayarnell@gibsondunn.com

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

集体诉讼及 PAGA 诉讼和解通知

这是一份关于以下诉讼拟议和解的正式法院通知：

Lee 诉 HungryPanda US Inc.案，San Bernardino 县高级法院案件号：CIVSB2126633

姓名: «First» «Last»

是否需要更正地址？

地址: «Address_1» «City», «State» «Zip_Code»

请联系和解管理人。

ILYM ID: «ILYMID»

Unique PIN: «Unique_PIN_»

您可能還需要直接向和解管理員提交 W-9 表格或您的社會安全號碼，以收到您應得的和解收益份額，請透過 CLAIMS@ILYMGROUP.COM 聯絡和解管理員； (888) 250-6810 以確保您的資訊正確且完整。

致集体诉讼成员的通知：

上面提到的集体诉讼和代表性诉讼（简称“诉讼”）已经达成了一项拟议和解（简称“和解”），该诉讼于 2023 年 5 月 9 日获得法院认证，目前正在圣贝纳迪诺 (San Bernardino) 县高级法院进行审理。由于您的权利可能会受到此和解的影响，因此请务必仔细阅读本通知。

记录显示，您是 2023 年 5 月 9 日法院认定的雇员集体诉讼成员。您成为集体诉讼成员的原因是：(i) 您在 2017 年 9 月 2 日至 2023 年 5 月 9 日期间的某个时间点，在加利福尼亚州以司机、承包商或其他类似职位的身份为 HungryPanda US Inc.（简称“HungryPanda”）进行配送工作，并且 (ii) 您未要求被排除在该集体诉讼（“集体诉讼”或“集体诉讼成员”）之外。经认证，原告 Ronghui Lee（“原告”）与 HungryPanda 达成了一项拟议和解，代表所有集体诉讼成员处理 2017 年 9 月 2 日至 2024 年 7 月 1 日（“集体诉讼期间”）的所有指控索赔。由于您是集体诉讼成员，您有权参与本通知讨论的和解并领取和解款项。

根据 HungryPanda 记录中包含的信息，您在集体诉讼期间工作了 «Class_Weeks» 周，因此有资格获得预计总额为 \$«Est_Class_Payment_» 的集体诉讼和解款项。原告还依据《劳动法典——2004 年私人检察长法案》(The Private Attorneys General Act of 2004 Labor Code) 第 2698 条及其后续条款 (PAGA) 提起诉讼，寻求对同一索赔进行民事处罚。根据 HungryPanda 记录中包含的信息，您在 PAGA 期间（即 2020 年 9 月 20 日至 2023 年 5 月 9 日）工作了 «PAGA_Weeks» 个工资支付期，因此有资格获得总额预计为 \$«Est_PAGA_Payment» 的 PAGA 和解款项。

如下文更详细的解释，您无需采取任何行动即可获得您的和解款项。作为集体诉讼成员，您将收到和解款项，并受本通知中所述任何索赔免除条款的约束。

A. 本通知的目的

2023 年 5 月 9 日，法院认证了以下集体诉讼：所有目前或曾经以独立承包商身份在 HungryPanda 担任司机、承包商或其他类似职务/职责的人，且在集体诉讼期间在加利福尼亚州为被告及/或其客户进行配送的，但未选择退出个人。（集体诉讼）。在认证之后，向集体诉讼成员发出通知，告知他们有权通过“选择退出”的方式要求从集体诉讼中排除。您收到本通知是因为您是集体诉讼成员，即，您在集体诉讼期间在加利福尼亚州为 HungryPanda 进行配送，并且未选择退出集体诉讼。

原告与 HungryPanda 达成了一项拟议和解，代表所有集体诉讼成员处理集体诉讼期间的所有索赔。本通知旨在告知您关于集体诉讼和解的情况以及您的选择（即参与和反对）。

B. 诉讼的描述

原告起诉 HungryPanda，声称自 2017 年以来，HungryPanda 对其配送司机进行错误分类，对配送司机的工资进行非法扣除，并对配送司机进行非法背景调查，导致工资未支付、餐休时间未提供、业务费用未报销、离职时未支

付全部应付工资、未提供准确的工资单、违反加利福尼亚州的不公平竞争法（“UCL”）以及根据《劳动法典——私人检察长法案》(Labor Code Private Attorneys General Act, PAGA) 应承担的民事处罚。原告还指控，HungryPanda 未支付加班工资，未按正确的常规工资标准支付工资（包括加班费、餐休时间或休息时间津贴），未提供符合规定的餐休时间或相应津贴，未及时支付在职或离职时的工资，未准确记录时间（包括所有工作时间），未每七天提供一个休息日，违反了《工业福利委员会工资令》(Industrial Welfare Commission Wage Orders) 的规定，并且未承受因上述所有涉嫌违法行为应受的民事处罚，包括根据 PAGA 的处罚。原告声称，HungryPanda 欠集体诉讼成员工资、罚款、违约赔偿金、利息、禁令救济、宣告性救济、会计费用以及律师费和法院费用。HungryPanda 对这些指控提出异议，并认为自己遵守了法律。

2022 年 5 月 20 日，法院因 HungryPanda 未能及时回应原告的投诉而对 HungryPanda 作出了缺席判决。原告进行了大量工作，以获取有关所提索赔及其价值的事实。双方就应披露哪些文件和记录展开了长时间的诉讼，法院下令提供所有集体诉讼成员的名单。最终，双方同意进行调解，并进行了非正式的信息交换。如果该诉讼未得到和解，双方对于诉讼可能产生的责任和损害赔偿结果存在分歧。尽管原告和 HungryPanda 准备继续进行诉讼，包括对缺席判决提起上诉，但双方都认识到诉讼是一个有风险且费用高昂的过程，并且双方都可能无法在某些或所有索赔中获胜。

本和解是原告与 HungryPanda 在诚信和公平谈判下达成的结果。双方一致认为，考虑到继续诉讼的风险和费用，本和解在现有情况下是公平和适当的，并且符合集体诉讼成员的最佳利益。

2024 年 8 月 1 日，法院对该诉讼拟议和解给予了初步批准。法院将于 2025 年 2 月 11 日举行听证会，以决定是否对拟议和解给予最终批准（“最终批准听证会”）。如需了解详情，请参阅下文。最终批准听证会的日期可能会有所变动。

您可以访问和解管理人的网站 www.hungrypandasettlement.com，查阅本案的关键文件，包括有效的《首次修订投诉》(First Amended Complaint)、《PAGA 通知函》(PAGA Notice Letter)、《和解协议》(Settlement Agreement) 及其所有修订、本《通知包》(Notice Packet)、授予初步和最终批准的命令以及最终判决。所有这些文件，包括最终判决，都可以在上述网站上查阅。

C. 拟议和解的条款概要

经法院批准，和解条款如下：

1. 和解金额为 \$1,500,000.00（“和解金额”），HungryPanda 将支付：(a) 给和解成员最少 \$788,000.00；(b) 集体诉讼律师的律师费及诉讼费用最高 \$500,000.00（和解金额的 33.33%），外加最高金额为 \$25,000.00 的诉讼费用；(c) 解决 PAGA 索赔的 \$150,000.00，其中 75%（约 \$112,500.00）将支付给加利福尼亚州，作为其在 PAGA 和解金额中的份额，25%（约 \$37,500.00）将分配给在 PAGA 期间工作的集体诉讼成员；(d) 给指定原告最高 \$10,000.00 的集体诉讼代表服务费，以表彰其代表集体提起诉讼并提供集体诉讼服务；(e) 最高 \$27,000.00 的和解管理费用。和解金额应完全在 IRS 表格 1099 上进行报税。如第 (b)-(e) 项规定的最高金额未获法院批准和裁定，则未批准和裁定的金额应添加到“集体诉讼赔偿金”（第 (a) 项）中。这些款项都不会退还给 HungryPanda。上述 (a) 项中列出的金额被称为“集体诉讼赔偿金”。

2. 集体诉讼赔偿金将根据使用 HungryPanda 记录进行的计算在集体诉讼成员之间分配。具体而言，参与的集体诉讼成员的净和解份额将参照所有集体诉讼成员在集体诉讼期间的工作周数进行计算。集体诉讼成员每一工作周或工资支付期将等于一个 (1) 和解份额。所有集体诉讼成员在集体诉讼期间的和解份额总数将会被加在一起。集体诉讼期间的总金额将除以净和解金额，从而得出美元数额。该数额将乘以每个集体诉讼成员的和解份额，以确定集体诉讼成员的净和解金额的按比例部分（“个人集体诉讼成员奖励”）。如上所述，每个集体诉讼成员的奖励将使用 1099 表格进行报税。

3. PAGA 赔偿金将根据使用 HungryPanda 记录进行的计算在集体诉讼成员之间分配。具体而言，集体诉讼成员的 PAGA 付款份额将参照在 PAGA 期间工作的工资支付期数进行计算。集体诉讼成员每一工资支付期将等于一个 (1) PAGA 和解份额。所有集体诉讼成员的 PAGA 和解份额总数将汇总，然后除以 \$37,500.00，以得出每份额的美元数额。该数额将乘以每个集体诉讼成员的和解份额，以确定集体诉讼成员的 PAGA 付款的按

比例部分（“PAGA 和解款项”）。出于税务目的，每笔 PAGA 和解款项的 100% 应被指定为罚款，并应使用 1099 表格进行报税。

4. 根据上述方法，您的预计个人集体诉讼成员赔偿金额已在本通知第 1 页显示。请注意，在扣除和解金额中所有应付款项后，您的最终个人和解成员总赔偿额可能会高于或低于上述金额。

5. 每位集体诉讼成员均同意向被免除方做出以下免除（“免除”），被免除方定义为 HungryPanda 及其过去、现在和/或将来的直接和/或间接的高管、董事、成员、经理、雇员、代理人、代表、律师、保险公司、合作伙伴、投资者、股东、管理者、母公司、子公司、关联公司、部门、前任者、继任者、受让人和合资企业：

每一集体诉讼成员将免除被免除方对所有索赔、要求、诉因、诉讼、债务、义务、权利、责任或法律救济理论的责任，这些索赔、要求、诉因、诉讼、债务、义务、权利、责任或法律救济理论均基于该诉讼有效起诉状中所主张的事实和法律理论，包括但不限于以下索赔：(1) 违反《劳动法典》(Labor Codes) 第 226.8 条的故意错误分类，(2) 违反《劳动法典》第 204、515、1194、1198 条、《规章法典》(Code of Regulation) 第 11010 条和《IWC 工资命令》(IWC Wage Orders) 未支付所有应付工资，(3) 违反《劳动法典》第 204、206、206.5、207、209、210 和 215 条未及时支付工资，(4) 违反《劳动法典》第 1194、1194.2、1197.1、1199 条、《规章法典》第 11090 条和《IWC 工资命令》未支付最低工资，(5) 违反《劳动法典》第 510、558、1194、1198 条未支付加班工资，(6) 违反《劳动法典》第 226.7、512 条和《规章法典》第 8 卷第 11070 条未提供餐休时间，(7) 违反《劳动法典》第 226.7、512、1198 条、《IWC 工资命令》和《规章法典》第 8 卷第 11090(11) 条未提供休息时间，(8) 违反《劳动法典》第 221-224、400-410、450-452、1198、2928 条和《IWC 工资命令》非法扣除工资和进行工资盗窃，(9) 违反《劳动法典》第 2802 条未报销业务费用，(10) 违反《劳动法典》第 201-203 条在解雇时未支付工资，(11) 违反《劳动法典》第 226、1174(d) 条未提供分项工资单和准确的时间记录，(12) 违反《加利福尼亚州不公平竞争法——商业与职业法典》(California's Unfair Competition Law, Business & Professions Codes) 第 16600 条、第 17200-17208 条。出于谨慎考虑，已免除的集体诉讼索赔包括基于与诉讼中索赔相同的事实依据的任何索赔。已免除的集体诉讼索赔的期间将延伸至免除期的限度。免除期为 2017 年 9 月 2 日至 2024 年 7 月 1 日。

每位 PAGA 集体诉讼成员将根据《加州劳动法典——私人检察长法案》（编入《劳动法典》第 2698 条及其后续条款）免除被免除方的所有索赔，这些索赔基于该诉讼有效投诉中所主张的事实和法律理论，包括但不限于以下 PAGA 索赔：(1) 违反《劳动法典》第 226.8 条的故意错误分类，(2) 违反《劳动法典》第 204、515、1194、1198 条、《规章法典》第 11010 条和《IWC 工资命令》未支付所有应付工资，(3) 违反《劳动法典》第 204、206、206.5、207、209、210 和 215 条未及时支付工资，(4) 违反《劳动法典》第 1194、1194.2、1197.1、1199 条、《规章法典》第 11090 条和《IWC 工资命令》未支付最低工资，(5) 违反《劳动法典》第 510、558、1194、1198 条未支付加班工资，(6) 违反《劳动法典》第 226.7、512 条和《规章法典》第 8 卷第 11070 条未提供餐休时间，(7) 违反《劳动法典》第 226.7、512、1198 条、《IWC 工资命令》和《规章法典》第 8 卷第 11090(11) 条未提供休息时间，(8) 违反《劳动法典》第 221-224、400-410、450-452、1198、2928 条和《IWC 工资命令》非法扣除工资和进行工资盗窃，(9) 违反《劳动法典》第 2802 条未报销业务费用，(10) 违反《劳动法典》第 201-203 条在解雇时未支付工资，(11) 违反《劳动法典》第 226、1174(d) 条未提供分项工资单和准确的时间记录。出于谨慎考虑，已免除的 PAGA 索赔包括基于与诉讼中索赔相同的事实依据的任何索赔。已免除的 PAGA 索赔的期间将延伸至免除期的限度。免除期为 2017 年 9 月 2 日至 2024 年 7 月 1 日。

D. 参与和解

您无需采取进一步行动即可参与和解。在法院最终批准后，您将按照本通知第 1 页所述收到一张和解支票。

E. 反对和解

您可以通过将书面异议提交给和解管理人来对和解提出异议，地址已在本通知中列出。您也可以在于下述日期举行的最终批准听证会上亲自或通过律师提出异议。授予初步批准和确定最终批准听证会的命令也将在和解管理人的网站 www.hungrypandasettlement.com 上公布。您可能无法“选择退出”和解，因为在收到有关认证的集体诉讼通知后，您已经获得了这样做的机会。

集体诉讼律师费申请将于 **2025 年 1 月 17 日** 或之前提交给法院。您可以在该日期之后的任何时间通过圣贝纳迪诺高等法院的在线案件访问系统访问该文件，登录地址为 <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>。用户需要接受使用条款并输入案件编号 (CIVSB2126633) 以获取案件文件。用户可能需要向圣贝纳迪诺高等法院支付费用才能以电子方式公开访问法庭记录。如果您认为您有理由提出异议，可以按照下述方式提交书面异议。

所有异议都应包含异议人的全名、地址和签名，以及案件名称和案件编号（Ronghui Lee 诉 HungryPanda US Inc. 圣贝纳迪诺高等法院案件编号 CIVSB2126633）。虽然不是强制要求，但任何异议可以说明和解释您反对拟议的和解或要求的律师费的原因，并说明您或您的代表是否打算出席最终批准听证会。所有书面异议和支持材料必须在 **2025 年 1 月 4 日** 或之前提交或邮寄，并送达和解管理人，地址见本通知末尾。无论您是否提交异议或解释任何异议，您都可以自费出席下述最终批准听证会。

您不能要求法院下令进行更大额度的和解；法院只能批准或拒绝批准和解。如果法院拒绝批准，则不会发放任何和解款项，诉讼将继续进行；如果这是您想要的结果，您可以提出异议。

F. 关于工作周数或工资支付期的争议

对于每位集体诉讼成员，将根据 HungryPanda 的记录计算在适用的集体诉讼期内的工作周数。如果您不同意上述报告的数字，您可以在 **2025 年 1 月 4 日** 或之前向和解管理人提交证据，提供文件以证明您在集体诉讼期间或 PAGA 期间在加利福尼亚州为 HungryPanda 实际工作的工作周数或工资支付期数。发送给和解管理人的文件将不会被退还或保留；请勿发送原件。和解管理人将审查 HungryPanda 的记录，并善意评估集体诉讼成员提交的证据，以确定应为每位集体诉讼成员计入多少个工作周或工资支付期。

G. 税务

出于纳税申报目的，向和解集体诉讼成员支付的任何款项都应使用 IRS 表格 1099 进行报税。**被告和集体诉讼律师均未就根据本和解协议项下支付的任何金额的税务影响做出任何陈述，如果您对相关影响有任何疑问，您可以并且应该咨询税务专家。**HungryPanda、原告及其律师对本协议规定的付款的税务处理或法律效力不作出任何陈述，并且不能也不会就此向您提供税务建议。

H. 拟议和解的最终批准听证会

法院将于 2025 年 2 月 11 日上午 8:30 在圣贝纳迪诺县高等法院第 S-26 部门（地点为：247 West 3rd St. San Bernardino, California 92415）就拟议和解的公平性和适当性、分配计划、集体诉讼律师的律师费和诉讼费请求、行政费用和集体诉讼代表服务费支付举行最终批准听证会。最终批准听证会的日期可能会有所变动。

I. 更多信息

为了能够向您发送有关该诉讼的其他邮件，各方需要知道您的当前地址。收到本通知后，您应该联系和解管理人报告您的地址的任何变更。

本通知仅概述了该诉讼、和解及其他相关事项。**请不要就本通知联系法院或法院书记员。**如需了解详情，您可以访问有关该诉讼的公开信息。这些信息可以通过以下网址在线获取：<https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>，或前往圣贝纳迪诺县高等法院书记员办公室领取，地址为：247 West 3rd St. San Bernardino, California 92415。您还可以通过以下联系方式联系和解管理人：

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

电话: (888) 250-6810
传真: (888) 845-6185
电子邮件: claims@ilymgroup.com
www.hungrypandasettlement.com

集体诉讼律师（集体诉讼法律顾问）为：

JOSEPH R. BECERRA
BECERRA LAW FIRM
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
电话: (213) 542-8501
传真: (213) 542-5556
电子邮件: jbecerra@jrbecerrallaw.com

TORREY JOSEPH FAVAROTE
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, CA 90807
电话: (213) 542-8501
传真: (213) 542-5556
电子邮件: tfavarote@gleasonfavarote.com

HungryPanda 的律师为：

MICHAEL HOLECEK
ALEXA YARNELL
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071-3197
电话: (213) 229-7000
传真: (213) 229-7520
电子邮件: mholecek@gibsondunn.com
ayarnell@gibsondunn.com

请勿就本通知给法院打电话或写信。*这不是律师的广告*****

EXHIBIT 3

Gleason & Favarote LLP
 3646 Long Beach Blvd.
 Suite 203
 Long Beach, 90807
 United States
 213-452-0510



GLEASON & FAVAROTE LLP

Ronghui Lee

Balance \$275,343.63
Invoice # 06920
Invoice Date January 24, 2025
Payment Terms Due on Receipt
Due Date January 24, 2025

Lee v. HungryPanda US Inc (445.001)

Time Entries

DATE	EE	ACTIVITY	DESCRIPTION	RATE	HOURS	LINE TOTAL
05/08/2021	TJF	Research	Research on the potential claims and prepare notes in connection with the same.	\$750.00	1.2	\$900.00
06/10/2021	TJF	Communicate	Conferences with David Danning and Joseph Becerra regarding the case and amended PAGA complaint.	\$750.00	0.6	\$450.00
07/27/2021	DD	Research	Research to see if Hungry Panda food delivery has been sued in California for wage and hour.	\$320.00	0.4	\$128.00
08/09/2021	JT	Communicate	Email Mr. Lee.	\$390.00	0.5	\$195.00
08/09/2021	JT	Communicate	Phone call with Mr. Lee regarding the circumstances of his employment at Panda Delivery.	\$390.00	0.4	\$156.00
08/09/2021	JT	Communicate	Email Mr. Lee regarding documents requested for the Panda Delivery matter.	\$390.00	0.5	\$195.00
08/10/2021	JT	Review	Review email from Mr. Lee for Panda Delivery matter.	\$390.00	0.1	\$39.00
08/10/2021	JT	Review	Analysis of documents from Mr. Lee regarding Panda Delivery.	\$390.00	0.5	\$195.00
08/10/2021	JT	Communicate	Phone call with Mr. Lee regarding Panda Delivery.	\$390.00	0.1	\$39.00
08/11/2021	TJF	Review	Review Court CMC order.	\$750.00	0.3	\$225.00
08/19/2021	JT	Communicate	Phone call with Mr. Lee regarding status of the case. (Panda Delivery)	\$390.00	0.1	\$39.00
08/23/2021	DD	Review	Review and analyze client documents.	\$320.00	0.8	\$256.00
08/23/2021	JT	Draft	Draft the PAGA letter to the LWDA. (Panda Delivery).	\$390.00	0.6	\$234.00

08/23/2021	JT	Review	Review the client documents to draft the PAGA letter to the LWDA. (Panda Delivery).	\$390.00	0.7	\$273.00
08/25/2021	DD	Review	Review translate and analyze documents.	\$320.00	0.5	\$160.00
08/25/2021	DD	Draft	Draft and revise PAGA notice letter.	\$320.00	1.4	\$448.00
08/25/2021	JT	Review	Review and revise the PAGA letter.	\$390.00	0.4	\$156.00
08/26/2021	DD	Draft	Draft and revise class action complaint.	\$320.00	1.6	\$512.00
08/27/2021	JT	Review	Review and revise the class action complaint.	\$390.00	0.5	\$195.00
08/27/2021	JT	Communicate	Email Mr. Lee regarding the PAGA letter and the complaint.	\$390.00	0.2	\$78.00
08/30/2021	JT	Communicate	Email Mr. Lee regarding the authorizations.	\$390.00	0.4	\$156.00
08/30/2021	JT	Communicate	Phone call to Mr. Lee.	\$390.00	0.1	\$39.00
08/31/2021	TJF	Review	Review and revise draft complaint and conference with Joseph Becerra regarding the same.	\$750.00	1.8	\$1,350.00
09/08/2021	JT	Communicate	Phone call with Mr. Lee regarding the circumstances of his employment at Panda.	\$390.00	0.4	\$156.00
10/08/2021	JT	Review	Review email from Mr. Lee.	\$390.00	0.1	\$39.00
10/12/2021	JT	Communicate	Email Mr. Lee regarding the status of the case.	\$390.00	0.2	\$78.00
10/21/2021	JT	Communicate	Phone call with Mr. Zhang regarding Hungry Panda not paying him all wages due and owed to him.	\$390.00	0.2	\$78.00
11/08/2021	JT	Communicate	Email Ronghui Lee regarding the engagement agreement.	\$390.00	0.2	\$78.00
11/18/2021	DD	Draft	Amend complaint to add PAGA.	\$320.00	1.2	\$384.00
11/18/2021	DD	Research	Research extent of stay in relation to filing first amended complaint.	\$320.00	0.3	\$96.00
11/19/2021	DD	Revise	Revise and edit amended complaint.	\$320.00	0.5	\$160.00
11/19/2021	TJF	Review	Review and revise complaint, and conference with David Danning regarding the same.	\$750.00	0.4	\$300.00
12/08/2021	JT	Revise	Revise the engagement agreement in Chinese to Mr. Lee for signature. (Panda Delivery)	\$390.00	0.2	\$78.00
12/10/2021	JT	Communicate	Email Mr. Lee regarding status of the case.	\$390.00	0.3	\$117.00
01/09/2022	TJF	Review	Review and respond to email from defense counsel, and conference with Joseph Becerra regarding the same.	\$750.00	0.3	\$225.00
01/13/2022	DD	Review	Monitor and update on status of hearing.	\$320.00	0.2	\$64.00
01/19/2022	JT	Communicate	Phone call from Ronghui Lee regarding the status conference.	\$390.00	0.1	\$39.00
01/19/2022	TJF	Prepare	Prepare for hearing on defendant's motion to set aside default; review Court tentative and conference with Joseph Becerra regarding the same.	\$750.00	6.2	\$4,650.00
02/10/2022	TJF	Review	Review Court ruling and conference with Joseph Becerra regarding the same; email to defense attorney regarding discovery and review file connection with the same.	\$750.00	0.9	\$675.00
02/16/2022	DD	Investigate	Investigation on where company is located and how to further notice CMC.	\$320.00	0.8	\$256.00

02/16/2022	JT	Communicate	Email Ronghui Lee regarding documents with HungryPanda's address.	\$390.00	0.3	\$117.00
02/17/2022	JT	Communicate	Phone call with Mr. Lee regarding the address for HungryPanda.	\$390.00	0.2	\$78.00
02/20/2022	TJF	Conference	Conference with David Danning regarding case strategy and prepare for call with client for update.	\$750.00	0.9	\$675.00
02/24/2022	TJF	Conference	Conferences with Joseph Becerra and David Danning regarding case and client meeting.	\$750.00	0.8	\$600.00
02/27/2022	TJF	Prepare	Prepare correspondence to defense counsel regarding discovery and prepare for client meeting.	\$750.00	0.7	\$525.00
03/01/2022	DD	Draft	Draft case management statement.	\$320.00	1.0	\$320.00
03/02/2022	TJF	Conference	Conference with Joseph Becerra regarding case and stipulation; review and revise subpoenas for class contact information.	\$750.00	0.5	\$375.00
03/05/2022	DD	Revise	Revise and edit requests for admissions.	\$320.00	0.5	\$160.00
03/28/2022	DD	Revise	Revise and edit case management statement.	\$320.00	0.3	\$96.00
03/29/2022	DD	Revise	Revise and edit initial CMC statement.	\$320.00	1.1	\$352.00
03/29/2022	TJF	Review	Review and revise CMC statement.	\$750.00	0.5	\$375.00
04/05/2022	DD	Revise	Revise and edit written discovery.	\$320.00	1.5	\$480.00
04/05/2022	DD	Communicate	Conference call to discuss strategy.	\$320.00	0.4	\$128.00
04/05/2022	DD	Research	Research necessary steps for filing for a default judgment.	\$320.00	0.6	\$192.00
04/05/2022	TJF	Review	Review and revise request for admissions.	\$750.00	0.2	\$150.00
04/10/2022	TJF	Review	Review supplemental evidence/declarations filed by defense counsel and work in connection with preparing outline of objections to evidence for David Danning; prepare outline of issues to raise in supplemental brief in preparation for meeting with Joseph Becerra.	\$750.00	2.9	\$2,175.00
04/13/2022	DD	Draft	Prepare for initial case management conference.	\$320.00	0.6	\$192.00
04/13/2022	JT	Communicate	Phone call with Mr. Lee regarding his employment at Hungry Panda.	\$390.00	0.1	\$39.00
04/13/2022	TJF	Draft	Prepare for and attend ISC; conference with David Danning regarding discovery and work in connection with the same; conference with Joseph Becerra regarding case strategy.	\$750.00	3.2	\$2,400.00
04/14/2022	JT	Review	Analysis of the documents provided by Mr. Lee.	\$390.00	0.3	\$117.00
04/21/2022	DD	Draft	Draft requests for admissions.	\$320.00	0.4	\$128.00
04/28/2022	JT	Revise	Revise the requests for admissions.	\$390.00	1.6	\$624.00
04/29/2022	DD	Revise	Revise and edit request for admissions.	\$320.00	0.8	\$256.00
05/05/2022	DD	Draft	Draft requests for production.	\$320.00	1.7	\$544.00
05/05/2022	DD	Draft	Draft form interrogatories.	\$320.00	0.2	\$64.00
05/05/2022	DD	Revise	Revise and edit special interrogatories.	\$320.00	1.1	\$352.00
05/05/2022	TJF	Review	Review and revise document production requests, special interrogatories and request for admissions.	\$750.00	4.8	\$3,600.00

05/10/2022	DD	Research	Research objections and remote appearance to deposition, revise objections, draft communication for attorney review.	\$320.00	1.6	\$512.00
05/10/2022	TJF	Review	Review and revise objections to deposition subpoena; review and revise meet and confer letter to defense counsel regarding unilaterally noticed deposition; conference with Joseph Becerra regarding supplemental brief and work in connection with preparation supplemental brief.	\$750.00	3.9	\$2,925.00
05/13/2022	DD	Draft	Draft notice of default, declaration in support, and cover letter.	\$320.00	2.2	\$704.00
05/13/2022	DD	Research	Research costs and fees on default.	\$320.00	0.6	\$192.00
05/13/2022	TJF	Review	Review and revise declaration in support of default and conference with Joseph Becerra and David Danning regarding the same.	\$750.00	1.7	\$1,275.00
05/16/2022	DD	Prepare	Prepare documents for courtesy service on defendant.	\$320.00	0.3	\$96.00
05/17/2022	DD	Revise	Revise default notice and declaration of mailing.	\$320.00	0.4	\$128.00
05/19/2022	DD	Revise	Revise and edit declaration of mailing and notice of default.	\$320.00	0.7	\$224.00
05/19/2022	TJF	Review	Review and revise declaration regarding default.	\$750.00	0.5	\$375.00
06/01/2022	DD	Research	Verify service of process was performed correctly.	\$320.00	0.4	\$128.00
06/05/2022	DD	Revise	Revise written discovery.	\$320.00	0.7	\$224.00
06/05/2022	TJF	Review	Review and revise discovery requests and conference with David Danning regarding the same.	\$750.00	2.3	\$1,725.00
06/07/2022	JT	Draft	Draft the authorizations and email to class members.	\$390.00	0.6	\$234.00
06/09/2022	TJF	Review	Review correspondence from defense counsel.	\$750.00	0.2	\$150.00
06/13/2022	JT	Review	Review email from Seth Weisburst regarding representation of Defendant.	\$390.00	0.1	\$39.00
06/14/2022	JT	Communicate	Phone call with Ronghui Lee regarding the status of the case.	\$390.00	0.2	\$78.00
06/15/2022	DD	Review	Review and summarize new Supreme Court decision on PAGA arbitration.	\$320.00	0.7	\$224.00
06/20/2022	DD	Review	Acquire and review corrected service from process server.	\$320.00	0.2	\$64.00
06/20/2022	JT	Review	Review email correspondence from defense counsel regarding meet and confer on the motion to compel arbitration.	\$390.00	0.2	\$78.00
06/20/2022	JT	Review	Review the independent contractor agreement and confirmation of agreeing to independent contractor agreement.	\$390.00	1.1	\$429.00
06/20/2022	JT	Research	Research regarding substantive and procedural unconscionability for motion to compel arbitration and various issues in the independent contractor agreement.	\$390.00	1.5	\$585.00
06/20/2022	JT	Draft	Draft legal research regarding substantive and procedural unconscionability for opposition to motion to compel arbitration.	\$390.00	2.2	\$858.00
06/21/2022	JT	Research	Research regarding the Supreme Court decision regarding exemption.	\$390.00	0.8	\$312.00

06/21/2022	TJF	Review	Prepare for CMC and review defendant's motion to set aside default and supporting documents.	\$750.00	6.4	\$4,800.00
06/22/2022	JT	Review	Review the motion to compel arbitration.	\$390.00	0.6	\$234.00
06/22/2022	DD	Research	Research default, and how it interacts with Defendant's improper motion to compel arbitration.	\$320.00	1.6	\$512.00
06/22/2022	JT	Research	Research on opposition to Plaintiff's motion to compel.	\$390.00	1.1	\$429.00
06/22/2022	JT	Analyze	Strategize regarding the default.	\$390.00	0.3	\$117.00
06/22/2022	TJF	Draft	Prepare opposition regarding default set aside.	\$750.00	2.4	\$1,800.00
06/23/2022	DD	Draft	Prepare for and attend CMC hearing and call with opposing counsel.	\$320.00	2.1	\$672.00
06/23/2022	JT	Communicate	Phone call with Mr. Lee regarding the status of the case and other drivers.	\$390.00	0.2	\$78.00
06/23/2022	TJF	Prepare for	Prepare for and attend OSC regarding default; conferences with David Danning and Joseph Becerra connection with the same.	\$750.00	1.9	\$1,425.00
06/24/2022	JT	Communicate	Phone call with Mr. Lee regarding the status of the case.	\$390.00	0.1	\$39.00
06/29/2022	JT	Communicate	Email class members who have reached out requesting the authorizations for release of their records.	\$390.00	0.7	\$273.00
06/29/2022	JT	Draft	Draft the authorization and email them to potential class members.	\$390.00	0.8	\$312.00
07/01/2022	JT	Communicate	Email Ronghui Lee regarding the status of the case.	\$390.00	0.3	\$117.00
07/07/2022	DD	Review	Review motion to set aside default and evidence, investigate evidence and preserve website evidence.	\$320.00	1.2	\$384.00
07/14/2022	DD	Draft	Draft objections to evidence.	\$320.00	2.7	\$864.00
07/14/2022	TJF	Draft	Work in connection with preparing opposition to motion to set aside default.	\$750.00	3.8	\$2,850.00
07/15/2022	DD	Draft	Draft and revise objections to evidence.	\$320.00	7.6	\$2,432.00
07/15/2022	TJF	Research	Research in connection with opposition to motion to set aside default.	\$750.00	3.3	\$2,475.00
07/16/2022	DD	Revise	Revise and edit objections to evidence.	\$320.00	1.9	\$608.00
07/18/2022	DD	Draft	Create exhibits for opposition.	\$320.00	0.3	\$96.00
07/18/2022	JT	Communicate	Phone call with Ronghui Lee regarding status of the case.	\$390.00	0.1	\$39.00
07/18/2022	JT	Communicate	Email Ronghui Lee.	\$390.00	0.2	\$78.00
07/18/2022	TJF	Review	Review and revise opposition to motion to set aside default and conferences with Joseph Becerra and David Danning in connection with the same.	\$750.00	1.6	\$1,200.00
07/20/2022	JT	Communicate	Phone call with Ronghui Lee and advise him if he is contacted by HungryPanda.	\$390.00	0.1	\$39.00
07/20/2022	JT	Communicate	Email putative class member regarding authorization.	\$390.00	0.1	\$39.00
07/27/2022	TJF	Prepare for	Prepare for hearing on motion to set aside default and conferences with Joseph Becerra regarding same.	\$750.00	3.2	\$2,400.00

07/28/2022	TJF	Prepare for	Prepare for hearing on motion to set aside default and conferences with Joseph Becerra regarding same.	\$750.00	2.1	\$1,575.00
07/29/2022	TJF	Prepare for	Prepare for hearing on motion to set aside default and conferences with Joseph Becerra in connection with the hearing and case strategy.	\$750.00	4.4	\$3,300.00
08/09/2022	DD	Research	Research and draft analysis of defaulted Defendants' new motion to compel arbitration.	\$320.00	0.5	\$160.00
08/13/2022	LM	Draft	Draft notice of posting jury fees.	\$150.00	0.3	\$45.00
08/15/2022	JT	Communicate	Phone call with Mr. Lee regarding the status of the case.	\$390.00	0.2	\$78.00
08/15/2022	JT	Review	Review the tentative ruling on the motion to set aside default.	\$390.00	0.4	\$156.00
08/15/2022	DD	Research	Check for any other competing actions or reverse auctions, financial research.	\$320.00	0.9	\$288.00
08/15/2022	TJF	Prepare for	Prepare for, and represent client at hearing on motion to set aside default and conference with Joseph Becerra regarding the same.	\$750.00	5.6	\$4,200.00
08/16/2022	JT	Communicate	Phone call with Mr. Lee.	\$390.00	0.2	\$78.00
08/16/2022	DD	Draft	Draft prove up discovery.	\$320.00	0.3	\$96.00
08/16/2022	DD	Research	Research in connection with opposing Defendant's motion to set aside default.	\$320.00	0.8	\$256.00
08/16/2022	TJF	Communicate	Conference with Joseph Becerra regarding case strategy; conference with David Danning regarding discovery and potentially striking answer; review and revise prove up discovery following default.	\$750.00	3.2	\$2,400.00
08/26/2022	DD	Review	Review request to extend records deadline, provide summary of new briefing dates for motion to set aside.	\$320.00	0.2	\$64.00
08/31/2022	DD	Review	Review payment for jury fees.	\$320.00	0.1	\$32.00
09/05/2022	JT	Communicate	Phone call with Lee Ronghui regarding status of the case.	\$390.00	0.1	\$39.00
09/13/2022	TJF	Review	Review and respond to email from defense counsel and prepare correspondence to Joseph Becerra in connection with the same.	\$750.00	0.5	\$375.00
09/14/2022	DD	Attend	Attend strategy meeting, gather background facts, default research, and court procedures for date reservations.	\$320.00	0.4	\$128.00
09/14/2022	DD	Review	Review supplemental filing and declarations in support of Defendant's motion to set aside.	\$320.00	0.7	\$224.00
09/15/2022	TJF	Review	Review email from defense counsel regarding motion to compel arbitration and conference with co-counsel regarding the same.	\$750.00	0.3	\$225.00
09/16/2022	TJF	Review	Review email correspondences between counsel regarding motion to compel arbitration hearing; and review correspondence from clerk in connection with the same.	\$750.00	0.4	\$300.00
09/19/2022	DD	Review	Follow up on motion to compel arbitration new hearing date.	\$320.00	0.1	\$32.00
10/14/2022	DD	Draft	Continue to draft objections to evidence for defendant's supplemental briefing to set aside default.	\$320.00	1.4	\$448.00

10/14/2022	DD	Research	Research issues raised by the new evidence in support of motion to set aside and draft summary.	\$320.00	1.2	\$384.00
11/01/2022	DD	Investigate	Investigate alternative ways to notice initial CMC.	\$320.00	0.5	\$160.00
11/01/2022	DD	Draft	Draft and serve courtesy service on defendant.	\$320.00	0.4	\$128.00
11/05/2022	DD	Investigate	Investigate new service address and HQ address of Defendant.	\$320.00	0.4	\$128.00
12/04/2022	TJF	Draft	Prepare for CMC.	\$750.00	0.8	\$600.00
12/08/2022	TJF	Review	Review the court tentative; conference with Joseph Becerra regarding same and prepare for hearing on defendant's motion to set aside default.	\$750.00	4.8	\$3,600.00
12/10/2022	DD	Research	Research settlements in other cases with HungryPanda.	\$320.00	0.3	\$96.00
12/10/2022	DD	Draft	Draft objections to evidence for defendant's supplemental briefing to set aside default.	\$320.00	5.0	\$1,600.00
12/18/2022	TJF	Prepare	Prepare for hearing on motion to set aside default.	\$750.00	3.2	\$2,400.00
02/28/2023	TJF	Prepare	Prepare for and attend client meeting; review and respond to email from defense attorney.	\$750.00	2.8	\$2,100.00
03/10/2023	TJF	Prepare	Prepare for and attend CMC and conference with David Danning and Joseph Becerra regarding the same.	\$750.00	0.9	\$675.00
03/13/2023	TJF	Work	Work in connection with motion for class certification and supporting declaration.	\$750.00	1.3	\$975.00
03/14/2023	TJF	Review	Review and revise motion for class certification and conference with David Danning regarding the same.	\$750.00	4.9	\$3,675.00
03/15/2023	TJF	Review	Review and revise motion for class certification and conferences with David Danning and Joseph Becerra regarding the same as well as trial plan.	\$750.00	3.3	\$2,475.00
03/16/2023	TJF	Research	Research in connection with class certification brief and defendant's default and work in connection with preparing brief.	\$750.00	7.2	\$5,400.00
03/17/2023	TJF	Prepare	Prepare motion for class certification and supporting documents and conferences with David Danning in connection with the same.	\$750.00	7.6	\$5,700.00
03/21/2023	TJF	Review	Review and revise motion for class certification and supporting documents and conferences with David Danning in connection with the same.	\$750.00	6.9	\$5,175.00
03/22/2023	TJF	Review	Review and revise declarations in support of classification motion.	\$750.00	0.8	\$600.00
03/22/2023	TJF	Review	Review and revise motion for class certification and supporting documents.	\$750.00	7.3	\$5,475.00
03/23/2023	TJF	Review	Review and revise class certification motion for filing and supporting documents, and conferences with David Danning regarding the same.	\$750.00	7.8	\$5,850.00
03/24/2023	TJF	Work	Work in connection with review and revising trial plan and supporting documents in connection with motion for class certification and conferences with Joseph Becerra and David Danning in connection with the same.	\$750.00	3.9	\$2,925.00
06/02/2023	TJF	Review	Review defendant's motion to quash and work in connection with the same.	\$750.00	2.8	\$2,100.00

06/14/2023	TJF	Review	Review email from David Danning and client and work in connection with preparing response to the same.	\$750.00	0.3	\$225.00
07/10/2023	TJF	Conference	Conferences with David Danning and Joseph Becerra regarding response to meet and confer letter from defendant and research in connection with the same.	\$750.00	2.8	\$2,100.00
07/12/2023	TJF	Review	Review and revise response to meet and confer letter and conferences with David Danning and Joseph Becerra regarding same.	\$750.00	0.9	\$675.00
08/11/2023	TJF	Prepare	Prepare for hearing and review tentative and conference with David Danning regarding same.	\$750.00	1.8	\$1,350.00
10/05/2023	TJF	Review	Review and respond to email from defense attorney to meet and confer.	\$750.00	0.5	\$375.00
10/06/2023	TJF	Prepare	Prepare for and conduct meet and confer call with defense attorney regarding subpoenas.	\$750.00	1.9	\$1,425.00
10/09/2023	TJF	Conference	Conference with Joseph Becerra regarding case strategy and call with defense counsel.	\$750.00	1.6	\$1,200.00
10/10/2023	TJF	Review	Review research regarding Prop 22 for meet and confer with defense counsel.	\$750.00	2.1	\$1,575.00
10/12/2023	TJF	Review	Review and revise deposition notice and conference with David Danning regarding the same.	\$750.00	1.2	\$900.00
11/27/2023	DD	Prepare	Update client on status of the case.	\$320.00	0.2	\$64.00
12/13/2023	DD	Correspond	Correspond with defendants' counsel regarding submission on the tentative.	\$320.00	0.2	\$64.00
12/13/2023	DD	Research	Research new lead counsel.	\$320.00	0.7	\$224.00
12/18/2023	DD	Prepare	Prepare for and attend conference call with opposing counsel.	\$320.00	0.5	\$160.00
12/20/2023	TJF	Review	Review correspondence from new defense counsel and prepare outline of issues/data needed in connection with call with new defense counsel.	\$750.00	1.8	\$1,350.00
12/21/2023	DD	Prepare	Prepare for and attend conference call with opposing counsel (0.3); research similar settlements and settlement ranges (0.5); draft discovery email for attorney review (0.4); attend internal conference call (0.3).	\$320.00	1.5	\$480.00
12/27/2023	DD	Conference	Prepare for and attend conference call with defense counsel regarding mediation.	\$320.00	0.3	\$96.00
12/27/2023	TJF	Prepare	Prepare for call with defense counsel regarding case and conferences with David Danning and Joseph Becerra regarding the same.	\$750.00	1.6	\$1,200.00
12/28/2023	TJF	Review	Review and respond to correspondences from defendant's new attorneys regarding case and data needed for mediation and conferences with David Danning regarding the same.	\$750.00	1.8	\$1,350.00
01/02/2024	TJF	Review	Review and respond to email from defense attorney and conference with Joseph Becerra regarding the same and case strategy.	\$750.00	0.5	\$375.00
01/08/2024	DD	Revise	Redline stipulation to continue the hearing on defendant's motion to quash.	\$320.00	0.4	\$128.00
01/08/2024	DD	Conference	Prepare for and attend conference call with defense counsel.	\$320.00	0.3	\$96.00

01/09/2024	DD	Revise	Revise redline for joint stipulation and circulate.	\$320.00	0.1	\$32.00
01/09/2024	TJF	Review	Review and respond to email from defense counsel regarding mediation and conference with David Danning regarding the same.	\$750.00	0.8	\$600.00
01/16/2024	TJF	Review	Review correspondence from mediator, and conference with Joseph Becerra regarding the same.	\$750.00	0.3	\$225.00
01/18/2024	TJF	Review	Review notice and documents from mediator and work in connection with preparing for mediation.	\$750.00	2.7	\$2,025.00
01/22/2024	DD	Call	Correspond with client.	\$320.00	0.2	\$64.00
01/23/2024	TJF	Prepare	Work in connection preparing for mediation.	\$750.00	5.8	\$4,350.00
01/30/2024	TJF	Prepare	Work in connection with preparing for mediation, and brief; review of case file and class data in connection with the same.	\$750.00	6.2	\$4,650.00
01/31/2024	TJF	Review	Review and respond to correspondence from defense counsel regarding data needed in preparation for mediation and work in connection with preparing for mediation.	\$750.00	3.5	\$2,625.00
02/12/2024	DD	Draft	Draft mediation brief.	\$320.00	2.9	\$928.00
02/13/2024	DD	Draft	Continue to draft and revise mediation brief.	\$320.00	0.8	\$256.00
02/15/2024	DD	Draft	Continue to draft and revise mediation brief.	\$320.00	2.5	\$800.00
02/16/2024	TJF	Review	Review and revise draft mediation brief and research in connection with Proposition 22; conference with David Danning regarding the same.	\$750.00	5.9	\$4,425.00
02/19/2024	DD	Prepare	Analyze mediation data for mediation brief.	\$320.00	3.4	\$1,088.00
02/19/2024	TJF	Prepare	Work in connection with preparing for mediation; review and revise mediation brief and related research regarding default defendant, and Proposition 22; conferences with David Danning regarding the same.	\$750.00	7.7	\$5,775.00
02/20/2024	DD	Correspond	Correspond with client regarding mediation and data.	\$320.00	0.3	\$96.00
02/20/2024	DD	Revise	Revise and edit mediation brief.	\$320.00	2.5	\$800.00
02/20/2024	TJF	Review	Continued work reviewing and revising mediation brief and research regarding Proposition 22; data analysis in preparation for damage calculations for mediation and conferences with David Danning and Joseph Becerra regarding the same.	\$750.00	7.9	\$5,925.00
02/21/2024	DD	Draft	Draft monetary portion of mediation brief, revise brief, assemble exhibits.	\$320.00	3.6	\$1,152.00
02/26/2024	DD	Prepare	Prepare for and support mediation.	\$320.00	3.5	\$1,120.00
03/01/2024	DD	Communicate	Update client on case and status of mediation.	\$320.00	0.2	\$64.00
03/07/2024	DD	Communicate	Correspond with Plaintiff on status of settlement negotiations.	\$320.00	0.1	\$32.00
03/13/2024	DD	Draft	Draft response letter to defendant's proposed amendment to their motion.	\$320.00	0.6	\$192.00
03/14/2024	DD	Research	Research amended motions, and timeliness of amended motion for protective order and to quash.	\$320.00	1.6	\$512.00

03/14/2024	TJF	Review	Review correspondence from defense counsel and conferences with Joseph Becerra and David Danning regarding the same and case strategy.	\$750.00	0.8	\$600.00
03/15/2024	TJF	Conference	Conference with David Danning regarding case and correspondence from defense counsel regarding subpoena; review and revise correspondence to defense counsel in response to the same.	\$750.00	0.9	\$675.00
03/18/2024	DD	Revise	Revise and edit letter regarding amendment to defendant's motion.	\$320.00	0.2	\$64.00
03/22/2024	DD	Communicate	Communicate with client on status of case and individual defendant issue.	\$320.00	0.1	\$32.00
03/23/2024	DD	Draft	Draft oposition to motion to quash.	\$320.00	1.3	\$416.00
03/25/2024	DD	Draft	Continue to draft opposition to defendant's motion to quash.	\$320.00	2.1	\$672.00
03/26/2024	DD	Draft	Continue to draft and revise opposition to motion to quash.	\$320.00	4.7	\$1,504.00
03/27/2024	DD	Revise	Revise opposition to conform to defendants new motion.	\$320.00	2.7	\$864.00
03/27/2024	TJF	Review	Review defendant's supplemental brief for motion to quash and conference with David Danning in connection with the same.	\$750.00	3.3	\$2,475.00
03/28/2024	DD	Revise	Revise and edit opposition to motion to quash.	\$320.00	0.7	\$224.00
04/01/2024	TJF	Conference	Conference with David Danning regarding case strategy and review defendant's new motion to quash brief.	\$750.00	2.8	\$2,100.00
04/15/2024	TJF	Review	Review and revise draft opposition to new motion to quash and conferences with David Danning and Joseph Becerra in connection with the same.	\$750.00	3.6	\$2,700.00
04/16/2024	DD	Draft	Draft and revise response to defendant's separate statement in support of their motion to quash.	\$320.00	3.9	\$1,248.00
04/17/2024	DD	Draft	Continue to draft and revise response to separate statement in opposition to defendant's motion to quash.	\$320.00	1.3	\$416.00
04/17/2024	DD	Revise	Revise and edit opposition to motion to quash.	\$320.00	0.2	\$64.00
04/17/2024	TJF	Prepare	Work in connection with opposition to motion to quash, and conference with Joseph Becerra regarding the same.	\$750.00	2.8	\$2,100.00
04/18/2024	DD	Revise	Revise and edit separate statement and motion.	\$320.00	1.6	\$512.00
04/18/2024	TJF	Review	Review and revise opposition to motion to quash; review and respond to correspondence from mediator; conferences with David Danning and Joseph Becerra in connection with the same.	\$750.00	4.8	\$3,600.00
04/22/2024	TJF	Prepare	Prepare for conference with mediator regarding potential resolution; conferences with Joseph Becerra regarding same.	\$750.00	0.5	\$375.00
04/23/2024	TJF	Conference	Conference with Joseph Becerra regarding case strategy and potential resolution; prepare for hearing on motion to quash.	\$750.00	1.8	\$1,350.00
04/27/2024	TJF	Review	Review correspondence from mediator regarding outline for potential resolution and work in connection with the same.	\$750.00	0.8	\$600.00

04/28/2024	TJF	Prepare	Prepare for hearing on motion to quash.	\$750.00	3.8	\$2,850.00
04/29/2024	DD	Revise	Revise email communications regarding settlement terms.	\$320.00	0.5	\$160.00
04/29/2024	DD	Research	Research effects of a stipulated judgment.	\$320.00	1.3	\$416.00
04/29/2024	TJF	Prepare	Prepare outline for memorandum of understanding; review and respond to email from mediator regarding potential resolution; review correspondence from defense counsel regarding outline for potential resolution; conference with mediator regarding the same; conference with Joseph Becerra regarding settlement; review and respond to correspondence from defense counsel.	\$750.00	4.5	\$3,375.00
04/30/2024	TJF	Review	Review and respond to correspondence from defense counsel regarding hearing on motion to quash and related settlement issues.	\$750.00	0.5	\$375.00
05/07/2024	TJF	Review	Review defendant's propose changes to the memorandum of understanding and prepare notes in connection with the same.	\$750.00	0.8	\$600.00
05/15/2024	DD	Communicate	Communicate with client on progress in the case.	\$320.00	0.1	\$32.00
05/17/2024	DD	Communicate	Communicate with administrator to get quote for notice distribution.	\$320.00	0.1	\$32.00
05/20/2024	DD	Revise	Revise and edit memorandum of understanding.	\$320.00	0.4	\$128.00
05/20/2024	DD	Communicate	Communicate with third party administrator to get quote for settlement administration.	\$320.00	0.2	\$64.00
05/20/2024	TJF	Review	Review draft memorandum of understanding; review and respond to email from claims administrator and conferences with David Danning and Joseph Becerra in connection with the same.	\$750.00	2.3	\$1,725.00
05/21/2024	DD	Revise	Revise and edit draft of memorandum of understanding.	\$320.00	0.2	\$64.00
05/21/2024	DD	Communicate	Communicate with third party administrator on website and translation issues.	\$320.00	0.2	\$64.00
05/21/2024	TJF	Review	Review and revise draft memorandum of understanding and prepare correspondence to defense counsel with redline of changes and comments.	\$750.00	0.9	\$675.00
05/29/2024	TJF	Review	Review defendant's revised memorandum of understanding and conference with Joseph Becerra regarding the same.	\$750.00	1.8	\$1,350.00
05/30/2024	DD	Prepare	Prepare documents and information for memorandum of understanding.	\$320.00	0.4	\$128.00
05/30/2024	TJF	Review	Review defendant's proposed changes to the memorandum of understanding and prepared notes in connection with the same.	\$750.00	1.6	\$1,200.00
06/03/2024	TJF	Review	Review and revise memorandum of understanding and draft correspondence to defense counsel.	\$750.00	0.9	\$675.00
06/04/2024	DD	Communicate	Communicate with claims administrator to obtain opt out evidence, review and transmit to defendant's counsel.	\$320.00	0.2	\$64.00
06/04/2024	TJF	Review	Review and revise email to defense attorney and claims administrator, and work in connection with bid.	\$750.00	0.6	\$450.00

06/06/2024	DD	Review	Review changes in the memorandum of understanding.	\$320.00	0.1	\$32.00
06/06/2024	TJF	Review	Review correspondence from defense counsel.	\$750.00	0.2	\$150.00
06/10/2024	TJF	Review	Review and respond to email from defense counsel regarding memorandum of understanding, and work in connection with the same.	\$750.00	0.3	\$225.00
06/11/2024	TJF	Review	Review final draft of the memorandum of understanding, review and respond to correspondence from defense counsel in connection with the same.	\$750.00	0.5	\$375.00
06/12/2024	DD	Communicate	Communicate with client regarding memorandum of understanding.	\$320.00	0.2	\$64.00
06/13/2024	TJF	Conference	Conference with Joseph Becerra and David Danning regarding case and email to defense counsel regarding long form agreement.	\$750.00	0.4	\$300.00
06/21/2024	DD	Communicate	Communicate and coordinate with client and translator to schedule appointment to discuss memorandum of understanding.	\$320.00	0.3	\$96.00
06/24/2024	DD	Communicate	Attend call with client and obtain signed MOU.	\$320.00	0.4	\$128.00
06/24/2024	TJF	Prepare	Prepare for call with client regarding settlement and email to defense counsel regarding long form agreement.	\$750.00	0.5	\$375.00
06/24/2024	TJF	Review	Review defendant's proposed changes to the agreement and work in connection with the same.	\$750.00	0.8	\$600.00
06/26/2024	DD	Revise	Revise and redline settlement agreement, research minor issues, draft comments, ensure conformity with memorandum of understanding.	\$320.00	1.6	\$512.00
06/27/2024	DD	Revise	Revise and redline settlement agreement.	\$320.00	0.7	\$224.00
06/27/2024	TJF	Review	Review and revise long form agreement, and review correspondence from defense counsel in connection with the same.	\$750.00	0.9	\$675.00
06/28/2024	DD	Draft	Draft and revise class notice packet.	\$320.00	2.6	\$832.00
06/29/2024	DD	Revise	Revise and edit draft class notice, and respond to defendant's counsel's communication.	\$320.00	0.4	\$128.00
06/29/2024	TJF	Work	Work with defense counsel on revising long form agreement.	\$750.00	1.1	\$825.00
07/01/2024	DD	Revise	Revise draft class notice and communicate to defendant's counsel.	\$320.00	0.2	\$64.00
07/03/2024	TJF	Work	Work in connection with preparing long form settlement agreement; review and respond to correspondence from defense counsel.	\$750.00	0.8	\$600.00
07/08/2024	DD	Draft	Draft and revise client declaration in support of preliminary approval.	\$320.00	0.7	\$224.00
07/08/2024	DD	Communicate	Send settlement agreement and declaration to client for execution and coordinate call with translator.	\$320.00	0.3	\$96.00
07/08/2024	TJF	Review	Review and revise draft motion and declaration in support of preliminary approval.	\$750.00	2.3	\$1,725.00
07/09/2024	DD	Call	Call client with interpreter to answer questions about settlement and declaration in support of preliminary approval.	\$320.00	0.3	\$96.00

07/09/2024	TJF	Review	Review and revise motion for preliminary approval and supporting documentation; conference with David Danning regarding same.	\$750.00	3.8	\$2,850.00
07/10/2024	DD	Revise	Revise and edit preliminary approval papers.	\$320.00	1.4	\$448.00
07/10/2024	TJF	Review	Review and revise motion for preliminary approval of settlement and supporting papers.	\$750.00	3.1	\$2,325.00
07/11/2024	DD	Draft	Draft submission of proposed settlement to LWDA.	\$320.00	0.2	\$64.00
07/12/2024	DD	Review	Review and revise proof of service on LWDA.	\$320.00	0.1	\$32.00
07/23/2024	DD	Review	Review attorney eyes only financial records and declaration produced by defendant.	\$320.00	0.3	\$96.00
07/31/2024	TJF	Prepare	Prepare for hearing on motion for preliminary approval of class-action settlement.	\$750.00	1.8	\$1,350.00
08/01/2024	DD	Attend	Attend hearing on motion for preliminary approval.	\$320.00	0.4	\$128.00
08/01/2024	TJF	Prepare	Prepare for and attend hearing on motion for preliminary approval settlement.	\$750.00	3.4	\$2,550.00
08/02/2024	DD	Communicate	Provide class documents and court order to class administrator.	\$320.00	0.2	\$64.00
08/08/2024	DD	Analyze	Analyze settlement administrator's timeline for accuracy.	\$320.00	0.1	\$32.00
08/09/2024	DD	Communicate	Communicate with client to explain final approval and notice period.	\$320.00	0.1	\$32.00
08/27/2024	DD	Communicate	Provide administration information to class member.	\$320.00	0.1	\$32.00
09/11/2024	DD	Analyze	Review filings and documents to answer settlement administrator's questions.	\$320.00	0.6	\$192.00
09/11/2024	TJF	Review	Review email from claims administrator regarding class data issues.	\$750.00	0.3	\$225.00
09/19/2024	TJF	Review	Review correspondence from claims administrator on notice and draft correspondence to defense counsel regarding mailing.	\$750.00	0.3	\$225.00
09/20/2024	TJF	Review	Review correspondence from claims administrator regarding notice status.	\$750.00	0.3	\$225.00
09/25/2024	TJF	Review	Review correspondences from claims administrator regard notice.	\$750.00	0.2	\$150.00
09/26/2024	DD	Communicate	Communicate with settlement administrator and arrange for call with defendant's counsel.	\$320.00	0.2	\$64.00
09/26/2024	TJF	Review	Review email from defense attorney and prepare response to the same, and conference with David Danning and Joseph Becerra regarding resolution of notice issue.	\$320.00	0.3	\$96.00
09/27/2024	TJF	Prepare	Prepare correspondence to claims administrator regarding missing data and status of notice mailing.	\$750.00	0.8	\$600.00
09/30/2024	DD	Communicate	Communicate with settlement administrator on notice data issue.	\$320.00	0.1	\$32.00
09/30/2024	DD	Call	Prepare for and attend call with defendant's counsel on notice issue.	\$320.00	0.8	\$256.00
09/30/2024	TJF	Prepare	Prepare for call with claims administrator regarding deficiencies in the data; prepare for and conduct call with defense counsel regarding the same and conferences with Joseph Becerra and David Danning regarding same.	\$750.00	0.9	\$675.00

10/01/2024	DD	Confirm	Confirm mailing deadline and calculate deadlines to get mailing done without moving hearing.	\$320.00	0.2	\$64.00
10/01/2024	TJF	Review	Review and respond to email from claims administrator regarding mailing addresses and conference with David Danning regarding the same.	\$750.00	0.8	\$600.00
10/04/2024	TJF	Review	Review and respond to correspondence from claims administrator regarding notice.	\$750.00	0.2	\$150.00
10/07/2024	TJF	Review	Review email from defense attorney and claims administrator.	\$750.00	0.4	\$300.00
10/08/2024	TJF	Review	Review email correspondence from claims administrator.	\$750.00	0.3	\$225.00
10/11/2024	TJF	Review	Review and revise protective order and conference with David Danning regarding the same.	\$750.00	2.2	\$1,650.00
10/18/2024	DD	Analyze	Review and double check distribution spreadsheet sent by settlement administrator.	\$320.00	0.3	\$96.00
10/18/2024	TJF	Review	Review and respond to email from claims administrator regarding the notice.	\$750.00	0.6	\$450.00
10/21/2024	TJF	Prepare	Prepared correspondence to claims administrator regarding the notice.	\$750.00	0.2	\$150.00
10/22/2024	DD	Communicate	Communicate with settlement administrator.	\$320.00	0.3	\$96.00
10/22/2024	DD	Draft	Draft and revise ex parte documents, calculate timelines.	\$320.00	2.2	\$704.00
10/22/2024	TJF	Review	Review and respond to emails from claims administrator regarding notice and work on issues in connection with the same.	\$750.00	0.8	\$600.00
10/22/2024	TJF	Review	Review and respond to emails from claims administrator and defense attorney regarding notice issues and conference with claims administrator regarding declaration for modifying the order granting approval.	\$750.00	0.6	\$450.00
10/23/2024	DD	Revise	Make final edits to ex parte application and related documents, communicate with administrator for signature on related declaration.	\$320.00	1.4	\$448.00
10/23/2024	TJF	Work	Work on ex parte papers and declaration from myself and claims administrator.	\$750.00	0.8	\$600.00
10/24/2024	DD	Revise	Make final revisions and checks to ex parte materials prior to filing, communicate with defendant's counsel.	\$320.00	0.5	\$160.00
10/24/2024	DD	Research	Research new judge assigned to case.	\$320.00	0.4	\$128.00
10/24/2024	DD	Call	Conference call regarding hearing.	\$320.00	0.3	\$96.00
10/24/2024	TJF	Work	Work in connection with preparing for ex parte hearing regarding amendments to the class notice and mailing process.	\$750.00	1.3	\$975.00
10/25/2024	DD	Review	Review revised notice from adminsitator.	\$320.00	0.3	\$96.00
10/25/2024	TJF	Conference	Conference with Joseph Becerra regarding ex parte and review correspondences to and from defense counsel in connection with the same.	\$750.00	1.1	\$825.00
10/28/2024	DD	Attend	Appear for defendant's motion to seal.	\$320.00	0.9	\$288.00
10/31/2024	TJF	Prepare	Prepare email to claims administrator regarding status the mailing.	\$750.00	0.2	\$150.00

11/11/2024	TJF	Conference	Conference with David Danning regarding case and review and revise correspondence to defense counsel regarding potential resolution.	\$750.00	0.9	\$675.00
11/15/2024	TJF	Review	Review and respond to email from defense counsel.	\$750.00	0.2	\$150.00
11/17/2024	DD	Communicate	Communicate with client and administrator on plaintiff's notice.	\$320.00	0.2	\$64.00
11/18/2024	DD	Communicate	Communicate with client, send copy of notice.	\$320.00	0.1	\$32.00
11/22/2024	DD	Communicate	Communicate with administrator on class member requests, communicate with class members to provide administrator contact information and document requirements.	\$320.00	0.4	\$128.00
12/01/2024	DD	Communicate	Communicate with class member on getting in touch with settlement admin.	\$320.00	0.2	\$64.00
12/10/2024	TJF	Review	Review report from claims administrator.	\$750.00	0.2	\$150.00
12/17/2024	TJF	Review	Review documents from claims administrator.	\$750.00	0.2	\$150.00
12/20/2024	DD	Communicate	Communicate with client on notice and providing his documents to the claims administrator.	\$320.00	0.2	\$64.00
12/30/2024	DD	Draft	Communicate with defendant's counsel, settlement administrator, and draft language for email and text blast reminder to class members.	\$320.00	0.5	\$160.00
01/07/2025	DD	Draft	Begin drafting motion for final approval.	\$320.00	0.6	\$192.00
01/15/2025	TJF	Revise	Review and revise motion for final approval.	\$750.00	4.8	\$3,600.00
				Totals:	426.7	\$257,581.00

Expenses

DATE	EE	ACTIVITY	DESCRIPTION	COST	QUANTITY	LINE TOTAL
08/27/2021	TS	Copy Fees	Copying/Printing.	\$0.06	72.0	\$4.32
09/01/2021	TS	FedEx	Federal Express to Matt Bojorquez, Bosco Legal. Tracking No. 774704773629.	\$67.78	1.0	\$67.78
09/01/2021	TS	Court Filing Fee	Court Filing Fee regarding first appearance and complex fee. G&F check #9090.	\$1,435.00	1.0	\$1,435.00
09/02/2021	TS	Attorney Service	Attorney Service Fee regarding filing of summons and complaint. Bosco invoice #6078778.	\$104.95	1.0	\$104.95
09/02/2021	TS	Copy Fees	Copying/Printing.	\$0.06	173.0	\$10.38
10/21/2021	TS	Copy Fees	Copying/Printing.	\$0.06	144.0	\$8.64
11/24/2021	TS	Attorney Service	Attorney Service Fee regarding service of summons and complaint on HungryPanda US, Inc. Ace order #2010824.	\$176.29	1.0	\$176.29
11/24/2021	TS	Attorney Service	Attorney Service Fee regarding filing of first amended complaint. Bosco invoice #6391645.	\$66.45	1.0	\$66.45
11/24/2021	TS	Copy Fees	Copying/Printing.	\$0.06	270.0	\$16.20
12/06/2021	TS	Attorney Service	Attorney Service Fee regarding efilng of proof of service. Court form #6338117.	\$9.95	1.0	\$9.95
01/03/2022	TS	Postage	Postage.	\$0.73	1.0	\$0.73
01/03/2022	TS	Copy Fees	Copying/Printing.	\$0.06	76.0	\$4.56

01/11/2022	TS	Attorney Service	Attorney Service Fee regarding service on HungryPanda US Inc. of summons and first amended complaint. Ace order #2023417.	\$200.04	1.0	\$200.04
01/11/2022	TS	Attorney Service	Attorney Service Fee regarding service on HungryPanda US, Inc. of summons and complaint. Ace order #2023421.	\$337.50	1.0	\$337.50
01/11/2022	TS	Copy Fees	Copying/Printing.	\$0.06	59.0	\$3.54
02/22/2022	TS	Copy Fees	Copying/Printing.	\$0.06	43.0	\$2.58
02/23/2022	TS	Court Filing Fee	Court Filing Fee regarding notice. Bosco invoice #6725981.	\$59.95	1.0	\$59.95
02/25/2022	TS	Postage	Postage.	\$0.53	1.0	\$0.53
03/30/2022	TS	Postage	Postage.	\$0.73	1.0	\$0.73
03/30/2022	TS	Copy Fees	Copying/Printing.	\$0.06	82.0	\$4.92
03/31/2022	TS	Attorney Service	Attorney Service Fee regarding efilng of CMC report. Court form #6887625.	\$59.95	1.0	\$59.95
04/14/2022	TS	CourtCall	CourtCall Telephonic Appearance.	\$94.00	1.0	\$94.00
05/04/2022	TS	Postage	Postage.	\$0.73	1.0	\$0.73
05/04/2022	TS	Copy Fees	Copying/Printing.	\$0.06	62.0	\$3.72
05/06/2022	TS	Postage	Postage.	\$2.76	1.0	\$2.76
05/06/2022	TS	Copy Fees	Copying/Printing.	\$0.06	363.0	\$21.78
05/16/2022	TS	Postage	Postage.	\$2.76	1.0	\$2.76
05/16/2022	TS	Copy Fees	Copying/Printing.	\$0.06	9.0	\$0.54
05/17/2022	TS	Postage	Postage.	\$2.76	1.0	\$2.76
05/17/2022	TS	Attorney Service	Attorney Service Fee regarding service of complaint packet on HungryPanda US Inc. Ace order #2065418.	\$135.59	1.0	\$135.59
05/19/2022	TS	Postage	Postage.	\$2.16	1.0	\$2.16
05/19/2022	TS	Copy Fees	Copying/Printing.	\$0.06	171.0	\$10.26
05/20/2022	TS	Attorney Service	Attorney Service Fee regarding filing of request for entry of default. Bosco invoice #7121302.	\$121.15	1.0	\$121.15
06/10/2022	TS	Copy Fees	Copying/Printing.	\$0.06	963.0	\$57.78
06/16/2022	TS	Copy Fees	Copying/Printing.	\$0.06	9.0	\$0.54
06/20/2022	TS	Attorney Service	Attorney Service regarding filing of joint report for complex CMC. Ace invoice #7252202.	\$130.65	1.0	\$130.65
06/20/2022	TS	Copy Fees	Copying/Printing.	\$0.06	481.0	\$28.86
06/21/2022	TS	Copy Fees	Copying/Printing.	\$0.06	996.0	\$59.76
06/26/2022	TS	CourtCall	CourtCall Telephonic Appearance regarding hearing.	\$94.00	1.0	\$94.00
06/28/2022	TS	Attorney Service	Court Copy Fee regarding request for default. SBSC invoice #3114258.	\$0.50	3.0	\$1.50
07/07/2022	TS	Copy Fees	Copying/Printing.	\$0.06	749.0	\$44.94
07/18/2022	TS	FedEx	Federal Express to Gordon Rees. Tracking No. 777418697583.	\$76.65	1.0	\$76.65
07/18/2022	TS	Attorney Service Fee	Attorney Service Fee regarding motion opposition. Bosco invoice #7376851.	\$178.90	1.0	\$178.90

07/18/2022	TS	Copy Fees	Copying/Printing.	\$0.06	1,398.0	\$83.88
07/22/2022	TS	Copy Fees	Copying/Printing.	\$0.06	741.0	\$44.46
08/15/2022	TS	Copy Fees	Copying/Printing.	\$0.06	113.0	\$6.78
08/16/2022	TS	Postage	Postage.	\$2.64	1.0	\$2.64
08/17/2022	TS	Copy Fees	Copying/Printing.	\$0.06	18.0	\$1.08
08/23/2022	TS	Postage	Postage.	\$4.57	1.0	\$4.57
08/23/2022	TS	Transcription Fees	Transcription Fees regarding hearing on motion to set aside default. G&F check #9309.	\$125.00	1.0	\$125.00
08/31/2022	TS	Copy Fees	Copying/Printing.	\$0.06	43.0	\$2.58
09/01/2022	LM	Court Filing Fee	Deposit of Jury Fees. SBSC receipt #SC-2022-51601.	\$150.00	1.0	\$150.00
09/08/2022	TS	Copy Fees	Copying/Printing.	\$0.06	62.0	\$3.72
09/14/2022	TS	Copy Fees	Copying/Printing.	\$0.06	168.0	\$10.08
09/20/2022	TS	Copy Fees	Copying/Printing.	\$0.06	15.0	\$0.90
09/27/2022	TS	Copy Fees	Copying/Printing.	\$0.06	74.0	\$4.44
09/28/2022	TS	Copy Fees	Copying/Printing.	\$0.06	25.0	\$1.50
10/04/2022	TS	Copy Fees	Copying/Printing.	\$0.06	47.0	\$2.82
10/05/2022	TS	Copy Fees	Copying/Printing.	\$0.06	32.0	\$1.92
10/06/2022	TS	Copy Fees	Copying/Printing.	\$0.06	38.0	\$2.28
10/17/2022	TS	FedEx	Federal Express to Gordon Rees. Tracking No. 770229653824.	\$72.45	1.0	\$72.45
10/17/2022	TS	Copy Fees	Copying/Printing.	\$0.06	842.0	\$50.52
10/25/2022	TS	Attorney Service	Attorney Service Fee regarding service of deposition subpoena on Registered Agents. Ace invoice #489049.	\$78.74	1.0	\$78.74
10/25/2022	TS	Copy Fees	Copying/Printing.	\$0.06	97.0	\$5.82
10/28/2022	TS	Copy Fees	Copying/Printing.	\$0.06	3.0	\$0.18
10/31/2022	LM	Copy Fees	Copying/Printing.	\$0.06	127.0	\$7.62
11/02/2022	TS	Attorney Service	Attorney Service Fee regarding service of deposition subpoena on Registered Agents, Inc. Eastern Washington invoice #136100.	\$45.00	1.0	\$45.00
11/08/2022	LM	Attorney Service Fee	Attorney Service Fee regarding service of deposition subpoena on PMQ at Registered Agents. Ace order #491309.	\$135.72	1.0	\$135.72
11/10/2022	TS	Copy Fees	Copying/Printing.	\$0.06	284.0	\$17.04
11/18/2022	TS	Copy Fees	Copying/Printing.	\$0.06	95.0	\$5.70
11/28/2022	TS	Attorney Service	Attorney Service Fee filing of declaration and supporting documents. Bosco invoice #8012246.	\$172.95	1.0	\$172.95
11/29/2022	TS	FedEx	Federal Express to Gordon Rees. Tracking No. 770621807533.	\$71.11	1.0	\$71.11
11/29/2022	TS	Copy Fees	Copying/Printing.	\$0.06	1,258.0	\$75.48
12/02/2022	TS	Copy Fees	Copying/Printing.	\$0.06	745.0	\$44.70

12/09/2022	TS	Copy Fees	Copying/Printing.	\$0.06	35.0	\$2.10
01/20/2023	TJF	Mileage	Mileage to/from San Bernardino Superior Court to attend hearing.	\$0.625	70.0	\$43.75
01/20/2023	TS	Postage	Postage.	\$0.81	1.0	\$0.81
01/20/2023	TS	Copy Fees	Copying/Printing.	\$0.06	87.0	\$5.22
02/09/2023	TS	Copy Fees	Copying/Printing.	\$0.06	42.0	\$2.52
02/10/2023	TS	Postage	Postage.	\$1.50	1.0	\$1.50
02/10/2023	TS	Copy Fees	Copying/Printing.	\$0.06	74.0	\$4.44
02/13/2023	TS	Attorney Service	Attorney Service Fee regarding filing of notice. Bosco invoice #8379941.	\$59.95	1.0	\$59.95
03/06/2023	TS	Attorney Service	Attorney Service Fee regarding filing of report. Bosco invoice #8495822.	\$76.75	1.0	\$76.75
03/06/2023	TS	Copy Fees	Copying/Printing.	\$0.06	469.0	\$28.14
03/10/2023	TS	Copy Fees	Copying/Printing.	\$0.06	32.0	\$1.92
03/24/2023	TS	Copy Fees	Copying/Printing.	\$0.06	858.0	\$51.48
05/08/2023	TS	Attorney Service	Attorney Service Fee regarding filing of Ex Parte Application. Bosco invoice #8834239.	\$134.95	1.0	\$134.95
05/08/2023	TS	Copy Fees	Copying/Printing.	\$0.06	45.0	\$2.70
05/09/2023	TS	Copy Fees	Copying/Printing.	\$0.06	39.0	\$2.34
05/10/2023	TS	Court Copy Fee	Court Copy Fee regarding court order. SBSC Transaction #224765388.	\$0.50	4.0	\$2.00
05/11/2023	TS	Postage	Postage.	\$1.50	1.0	\$1.50
05/11/2023	TS	Copy Fees	Copying/Printing.	\$0.06	64.0	\$3.84
05/15/2023	TS	Attorney Service	Attorney Service Fee regarding serving deposition subpoena on HungryPanda USA, Inc. Ace order #2186220.	\$168.88	1.0	\$168.88
05/15/2023	TS	Copy Fees	Copying/Printing.	\$0.06	53.0	\$3.18
05/17/2023	TS	Copy Fees	Copying/Printing.	\$0.06	13.0	\$0.78
05/19/2023	TS	Postage	Postage.	\$0.60	1.0	\$0.60
05/31/2023	TS	Copy Fees	Copying/Printing.	\$0.06	129.0	\$7.74
06/22/2023	TS	Copy Fees	Copying/Printing.	\$0.06	39.0	\$2.34
07/07/2023	TS	Copy Fees	Copying/Printing.	\$0.06	25.0	\$1.50
07/12/2023	TS	Copy Fees	Copying/Printing.	\$0.06	18.0	\$1.08
07/18/2023	TS	Copy Fees	Copying/Printing.	\$0.06	32.0	\$1.92
07/20/2023	TS	Attorney Service	Attorney Service Fee regarding filing of opposition. Bosco invoice #9224730.	\$134.80	1.0	\$134.80
07/20/2023	TS	Copy Fees	Copying/Printing.	\$0.06	522.0	\$31.32
07/26/2023	TS	Copy Fees	Copying/Printing.	\$0.06	177.0	\$10.62
08/02/2023	TS	Copy Fees	Copying/Printing.	\$0.06	65.0	\$3.90
08/03/2023	TS	CourtCall	CourtCall Telephonic Appearance.	\$72.00	1.0	\$72.00
08/03/2023	TS	Attorney Service Fee	Attorney Service Fee regarding notice of order. Bosco invoice #9307580.	\$59.95	1.0	\$59.95
08/09/2023	TS	Postage	Postage.	\$1.83	1.0	\$1.83

08/09/2023	TS	Copy Fees	Copying/Printing.	\$0.06	33.0	\$1.98
08/15/2023	TS	Copy Fees	Copying/Printing.	\$0.06	75.0	\$4.50
08/16/2023	TS	Court Copy Fee	Court Copy Fee regarding court order. SBSC Transaction #234549121.	\$0.50	11.0	\$5.50
09/29/2023	TS	Copy Fees	Copying/Printing.	\$0.06	351.0	\$21.06
10/05/2023	TS	Copy Fees	Copying/Printing.	\$0.06	254.0	\$15.24
10/13/2023	TS	Copy Fees	Copying/Printing.	\$0.06	12.0	\$0.72
10/23/2023	TS	Copy Fees	Copying/Printing.	\$0.06	1,649.0	\$98.94
12/11/2023	TS	Copy Fees	Copying/Printing.	\$0.06	12.0	\$0.72
01/10/2024	TS	Copy Fees	Copying/Printing.	\$0.06	31.0	\$1.86
01/17/2024	LM	Mediation Fees	Mediation Fees.	\$10,000.00	1.0	\$10,000.00
01/31/2024	TS	Copy Fees	Copying/Printing.	\$0.06	121.0	\$7.26
02/08/2024	TS	Copy Fees	Copying/Printing.	\$0.06	23.0	\$1.38
02/12/2024	TS	Copy Fees	Copying/Printing.	\$0.06	361.0	\$21.66
02/15/2024	TS	Copy Fees	Copying/Printing.	\$0.06	107.0	\$6.42
02/16/2024	TS	Copy Fees	Copying/Printing.	\$0.06	191.0	\$11.46
02/18/2024	TJF	Hotel Fees	Hard Rock Hotel San Diego for mediation.	\$618.92	1.0	\$618.92
02/19/2024	TS	Copy Fees	Copying/Printing.	\$0.06	253.0	\$15.18
02/21/2024	TS	Copy Fees	Copying/Printing.	\$0.06	565.0	\$33.90
02/22/2024	TS	Copy Fees	Copying/Printing.	\$0.06	402.0	\$24.12
02/25/2024	TJF	Mileage	Mileage from Los Angeles to San Diego for mediation.	\$0.66	130.0	\$85.80
02/25/2024	TJF	Parking	Parking for San Diego hotel.	\$40.00	1.0	\$40.00
02/26/2024	TJF	Parking	Parking for mediation.	\$28.00	1.0	\$28.00
02/26/2024	TJF	Mileage	Mileage from San Diego to Los Angeles for mediation.	\$0.66	130.0	\$85.80
03/27/2024	TS	Copy Fees	Copying/Printing.	\$0.06	580.0	\$34.80
04/18/2024	TS	Copy Fees	Copying/Printing.	\$0.06	1,247.0	\$74.82
04/24/2024	TS	Copy Fees	Copying/Printing.	\$0.06	93.0	\$5.58
05/01/2024	LM	Attorney Service Fee	Attorney service fee regarding filing of notice of change of address. One Legal invoice #15518289.	\$20.09	1.0	\$20.09
05/01/2024	TS	Copy Fees	Copying/Printing.	\$0.06	9.0	\$0.54
07/10/2024	TS	Copy Fees	Copying/Printing.	\$0.06	609.0	\$36.54
07/12/2024	LM	Attorney Service Fee	Attorney service fee regarding filing of proof of service. Bosco invoice #11411221.	\$59.95	1.0	\$59.95
07/25/2024	TS	Copy Fees	Copying/Printing.	\$0.06	744.0	\$44.64
07/30/2024	TS	Copy Fees	Copying/Printing.	\$0.06	8.0	\$0.48
08/01/2024	TS	Court Copy Fee	Court Copy Fee regarding signed order. SBSC transaction #280751643.	\$0.50	4.0	\$2.00
08/01/2024	TS	Copy Fees	Copying/Printing.	\$0.06	54.0	\$3.24
10/23/2024	TS	Copy Fees	Copying/Printing.	\$0.06	33.0	\$1.98

10/24/2024	TS	Copy Fees	Copying/Printing.	\$0.06	69.0	\$4.14
10/25/2024	TS	Copy Fees	Copying/Printing.	\$0.06	71.0	\$4.26
10/28/2024	LM	Attorney Service Fee	Attorney service fee regarding filing of notice. One Legal invoice #16044940.	\$24.20	1.0	\$24.20
10/28/2024	TS	Copy Fees	Copying/Printing.	\$0.06	8.0	\$0.48
10/29/2024	TS	Copy Fees	Copying/Printing.	\$0.06	15.0	\$0.90
01/15/2025	TS	Copy Fees	Copying/Printing.	\$0.06	225.0	\$13.50
01/16/2025	TS	Copy Fees	Copying/Printing.	\$0.06	347.0	\$20.82
01/17/2025	TS	Copy Fees	Copying/Printing.	\$0.06	272.0	\$16.32
01/20/2025	TS	Copy Fees	Copying/Printing.	\$0.06	453.0	\$27.18
01/21/2025	TS	Copy Fees	Copying/Printing.	\$0.06	341.0	\$20.46
01/22/2025	TS	Copy Fees	Copying/Printing.	\$0.06	387.0	\$23.22
01/23/2025	TS	Copy Fees	Copying/Printing.	\$0.06	358.0	\$21.48
01/24/2025	TS	Attorney Service Fee	Attorney Service Fee regarding filing of motion for final approval and courtesy copies. Bosco Attorney Service.	\$285.00	1.0	\$285.00
01/24/2025	TS	Filing Fee	Motion fee for motion for final approval. San Bernardino Superior Court.	\$60.00	1.0	\$60.00
01/24/2025	TS	Copy Fees	Copying/Printing.	\$0.06	313.0	\$18.78
Expense Total:						\$17,762.63

Time Entry Sub-Total: \$257,581.00

Expense Sub-Total: \$17,762.63

Sub-Total: \$275,343.63

Total: \$275,343.63

Amount Paid: \$0.00

BALANCE DUE: **\$275,343.63**

EXHIBIT 4

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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 RONGHUI LEE IN**
) **SUPPORT OF FINAL APPROVAL OF**
) **CLASS ACTION SETTLEMENT AND**
) **AWARD FOR ATTORNEY 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 RONGHUI LEE

I, Ronghui Lee, declare and state as follows:

1. I am the named plaintiff in this action and was employed as a delivery driver by defendant HungryPanda US, Inc. ("Defendant" or "HungryPanda"). I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn in as a witness.

2. I worked for Defendant from the fall of 2020 to August of 2023. I worked as a "Driver" or "Courier" for Defendant during most of my employment. I also worked for HungryPanda for a few months as a dispatcher working out of its main office in West Covina. As a dispatcher I was in constant contact throughout the day with dozens of the HungryPanda's other delivery drivers. I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn as a witness.

3. I and the other delivery drivers employed by HungryPanda are and were always treated as independent contractors by the Company.

4. I believe that the \$1,500,000 settlement is an excellent deal for the class and that it is in the best interest to finalize the settlement. I understand that none of the 3,322 class members have objected to the settlement. I think that the lack of any objections highlights how good of a deal this settlement is for all of the class members.

5. I have taken a lot of effort and time to speak to the attorneys on the case and educate myself on the case, the claims, and the details of the settlement agreement. I have spoken at length with Mr. Becerra, Mr. Danning, and Mr. Favarote about the case and attended meetings to discuss the details of the settlement agreement before signing it. I also regularly communicate with my attorneys, Mr. Becerra, Mr. Danning, and Mr. Favarote about the status of the case and what the next steps are.

6. As stated, I have reviewed the settlement agreement that I signed and believe it is a very good deal for the class and it is in all of our best interest to move forward with that deal.

7. I have and will continue to adequately represent the interests of all members of the class. The class is made up of approximately 3,322 current and former couriers and drivers of HungryPanda who were treated as independent contractors.

2.

**DECLARATION OF RONGHUI LEE IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD FOR ATTORNEY FEES, COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT**

1 8. I also obtained information needed for the lawsuit from my own investigation.
2 I enthusiastically did all that was required not for my own sake, but for the benefit of all members
3 of the class and to be the “champion” of the class. I met with and spoke on the phone with the
4 attorneys in the case on multiple occasions about the case, the duties and responsibilities of a class
5 representative, and the terms of the settlement. I enthusiastically did all that was required not for
6 my own sake, but to step in for the benefit of all members of the class and be the “champion” of the
7 class.

8 9. I also am assuming the risk of being black-listed with future employers for being the
9 named plaintiff in a class action against my former employer, HungryPanda. Today employers can
10 easily go online and find out about any litigation that a job candidate has been involved in and
11 refuse to hire or even interview me based on my role in this case. This is especially true in the
12 Chinese speaking community, which is small and well connected, and an employer may hear about
13 this case by word of mouth alone. By bringing this case I put a target on my back as I knowingly
14 risk this cost to my reputation, risk of intrusive discovery and the payment of HungryPanda’s costs
15 in order to pursue this lawsuit which will benefit approximately 3,322 other individuals, most of
16 whom I never knew or met. As I do not speak English and work in a small community this risk is
17 even greater for myself than for an average worker. Finally, I believe that the Settlement is fair and
18 in the best interest of the class.

19 10. I believe that a Class Enhancement of \$10,000.00 for me is fair and reasonable
20 under the circumstances. This enhancement takes into consideration the time, effort, risk, stress,
21 and stigma. This amount is also proper because of the substantial benefit provided to the
22 approximate 3,322 Class Members as a direct result of my involvement in this litigation. The Class
23 Enhancement that I am requesting, and think that I should receive, represents only about 0.66% of
24 the total settlement in this case. I believe that the additional enhancement amount requested is fair
25 considering the amount of time, effort, and diligence that I put into helping secure a large
26 settlement that is going to benefit 3,322 current and former employees of HungryPanda. The
27 settlement puts real money in the pockets of the class members at a time that they need it most.

28 ///

11. I believe I have been diligent and acted above and beyond that of which is expected of a Class Representative, and will continue to do so up to and including final resolution of the case regardless of whether the settlement is finally approved.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on 01/23/24 at Los Angeles, California.


Ronghui Lee (Jan 23, 2025 14:45 PST)
Ronghui Lee

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):

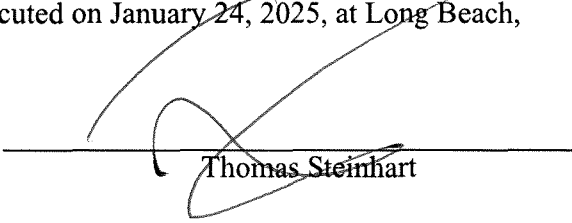
DECLARATION OF TOREY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT on the parties to this action as follows:

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