

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Lesly Minas, Jeffrey Lee, and Yaritza Martinez (collectively, “Plaintiffs”) and Defendants Panda Express, Inc.; Panda Express, LLC; Panda Restaurant Group, Inc.; and Panda Express (P.R.), Inc. (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Actions” mean the respective Plaintiffs’ lawsuits as follows:

- a. *Lesly Minas v. Panda Express, Inc., et al.* pending in the Superior Court of California in the County of Los Angeles, Case No. 22STCV07753 (“Minas PAGA Action”).
- b. *Jeffrey Lee v. Panda Express, LLC, et al.* pending in the Superior Court of California in the County of San Francisco, Case No. CGC-22-599478 (“Lee PAGA Action”).
- c. *Yaritza Martinez v. Panda Express, Inc., et al.* pending in the Superior Court of California in the County of Solano, Case No. FCS059627 (“Martinez PAGA Action”).

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendant in California as a non-exempt or hourly employee who worked during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. “Defense Counsel” means Mark D. Kemple of Greenberg Traurig, LLP and Allison S. Wallin of Littler Mendelson P.C.

1.9. “Effective Date” means the later of: (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (ii) if such an appeal or motion to vacate is timely initiated, five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

1.10. “Gross Settlement Amount” means \$2,550,000.00 (Two Million Five Hundred Fifty Thousand Dollars) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “Operative Complaint” refers to the First Amended Complaint to be filed by PAGA Counsel in the Minas PAGA Action effectively consolidating the Minas PAGA Action, Lee PAGA Action, and Martinez PAGA Action.

1.17. “PAGA Counsel” means Joseph Lavi, Vincent C. Granberry and Kevin J. Farnan of Lavi & Ebrahimi LLP and Sahag Majarian II of the Law Offices of Sahag Majarian II (on behalf of Lesly Minas), A.J. Bhowmik and Nick De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP (on behalf of Jeffrey Lee), and Christina M. Lucio and Mitchell J. Murray of Farnas & Lucio APC (on behalf of Yaritza Martinez), the attorneys representing the Plaintiffs in the Actions.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. “PAGA Period” means the period from April 14, 2021 to the date of Settlement Approval.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. “PAGA Notices” means Plaintiffs’ respective letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24 “PAGA Representative Service Payment” is the amount to be paid to Plaintiffs for their service as PAGA Representatives.

1.25. “Plaintiffs” means Lesly Minas, Jeffrey Lee, and Yaritza Martinez, the named Plaintiffs in the Actions.

1.26. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 6 below.

1.28. “Released Parties” means: Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant including but not limited to Panda Express, Inc.; Panda Express, LLC; Panda Restaurant Group, Inc.; and Panda Express (P.R.), Inc.

1.29. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.30. “Defendant” means named Defendants Panda Express, Inc.; Panda Express, LLC; and Panda Restaurant Group, Inc.; and Panda Express (P.R.), Inc.

2. RECITALS.

2.1.

- a. On March 2, 2022, Plaintiff Lesly Minas commenced this action by filing a Complaint in this Court alleging a cause of action for civil penalties pursuant to the

Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* against Panda Express, Inc., Panda Restaurant Group, Inc., and Does 1 to 100.

b. On April 6, 2023, the Court issued an order on Defendant's motion to compel arbitration, staying the case in its entirety pending the Supreme Court's ruling *Adolf v. Uber Technologies, Inc.*

c. On May 4, 2022, Plaintiff Jeffrey Lee commenced an action in the Superior Court of the State of California, County of San Francisco by filing a Representative Action Complaint for civil penalties pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s) against Panda Express, LLC, Panda Express, Inc., Panda Express (P.R.) Inc., and Does 1 through 50.

d. On November 4, 2022, the Court granted Defendant's motion to compel arbitration of Plaintiff Lee's individual PAGA claim and stayed the remainder of the case, including the representative PAGA claim.

e. On February 9, 2013, Plaintiff Yaritza Martinez commenced an action in the Superior Court of the State of California, County of Solano by filing a Representative Complaint alleging a cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* against Panda Express, Inc., Panda Restaurant Group, Inc., Panda Express, LLC, and Does 1 to 10.

f. As part of this Settlement, and as further discussed in paragraph 3 below, Plaintiff Lesly Minas agrees to file a First Amended Complaint adding Lee and Martinez as plaintiffs, and consolidating the claims of all the Plaintiffs and reflecting the scope of the claims settled and released herein (the "Operative Complaint"). The First Amended Complaint will allege claims for PAGA penalties predicated on the same or similar facts and/or claims alleged in the Actions and/or any PAGA Notices sent to the LWDA by Plaintiffs.

g. Defendant denies the allegations in the each of Plaintiffs' respective Complaints and in the Operative Complaint, denies any failure to comply with the laws identified in Plaintiffs' respective Complaints and the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs each gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3.

a. On March 3, 2023, counsel for Plaintiff Lesly Minas and Defendant participated in an all-day mediation presided over by Steve Serratore, but the case was not resolved.

b. On August 28, 2023, Plaintiff Martinez and Defendant participated in an all-day mediation presided over by the Honorable Judge Ronald Sabraw, which led to this Agreement to settle the Actions.

2.4. Prior to mediating the Settlement, Plaintiffs obtained, through informal discovery, PAGA group information for the PAGA period, time and wage records for the Aggrieved Employees, Plaintiffs' personal files, information regarding Defendant's policies and practices during the PAGA period, and information regarding prior settlements or judgments to aid in preparation of Plaintiffs' evaluation of the claims and formulation of a damages model. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. AMENDMENT OF COMPLAINT. The Parties have stipulated, for settlement purposes only, to the amendment of the Complaint in the Minas PAGA Action to add Jeffrey Lee and Yaritza Martinez as additional plaintiffs and to incorporate the PAGA allegations by Plaintiffs in the Lee PAGA Action and Martinez PAGA Action, in the form attached hereto as Exhibit A. The parties will file a stipulation to this amendment within five (5) court days of full execution of this Agreement. This settlement is contingent on the Court approving the filing of this amended pleading. The Parties agree to this amendment for settlement purposes only, and without prejudice to any arguments either party might make should the settlement not be approved, in which case the First Amended Complaint would be withdrawn by Plaintiffs.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$2,550,000.00 (Two Million Five Hundred Fifty Thousand Dollars) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount (or \$850,000) and PAGA Counsel Litigation Expenses Payment of not

more than \$52,500. The PAGA Counsel Fees Payment will be divided amongst PAGA Counsel as follows: 40% to Lavi & Ebrahimian, LLP and Law Office of Sahag Majarian II, 35% to Farnaes & Lucio, APC and 25% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.2. To Plaintiffs: A PAGA Representative Service Payment to Plaintiffs Lesly Minas, Jeffrey Lee and Yaritza Martinez of up to \$5,000 each in exchange for their service in the Actions and the respective releases of their individual claims stated in Paragraphs 6.1 and 6.1.1, subject to the approval of the Court. Defendant will not oppose Plaintiffs' request for a PAGA Representative Service Payment that does not exceed these amounts. The Administrator will issue an IRS Form 1099 to Plaintiffs for the PAGA Representative Service Payment. If the Court approves a PAGA Representative Service Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$59,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$59,000, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$1,573,500 to be paid from the Gross Settlement Amount, less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, Administration Expenses Payment, with 75% (\$1,180,125) allocated to the LWDA PAGA Payment and 25% (\$393,375) allocated to the Individual PAGA Payments.

4.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$393,375) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are approximately 33,200 Aggrieved Employees who worked a total 764,399 Pay Periods from April 14, 2021 through August 22, 2023.

5.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

5.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within 21 days after Defendant funds the Gross Settlement Amount, the Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, the PAGA Representative Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall

promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

5.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

5.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. In exchange for a PAGA Representative Service Payments, Plaintiffs and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaints and the PAGA Notices and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Action and released under paragraphs 6.1.1 and 6.2 below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Release does not extend to, and expressly excludes, any individual wage and hour claims on behalf of Plaintiff Minas pending in her individual arbitration.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys,

heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and the PAGA Notices or ascertained in the course of the Action.

6.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously

work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant estimates that (1) there are approximately 33,200 Aggrieved Employees who worked approximately 764,399 Pay Periods from April 14, 2021 through August 22, 2023; and (2) there will be approximately 900,000 Pay Periods during the PAGA Period. In the event the PAGA Period exceeds 900,000 Pay Periods by 10% or more at the time of court approval, the Gross Settlement Amount will be increased on a pro-rata basis for the excess pay periods. Thus, if the number of pay periods exceeds 900,000 by 11% or 999,000, then 1% would be added to the Gross Settlement Amount or \$25,500.

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved

and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any mediation of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

1. AJ Bhowmik, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2255 Calle Clara, La Jolla, CA 92037;
2. Joseph Lavi, Lavi & Ebrahimian LLP, 889 W. Olympic Blvd., Suite 200 Beverly Hills, California 90211;
3. Sahag Majarian II, Law Offices of Sahag Majarian II, 8250 Ventura Boulevard Tarzana, California 91356; and
4. Christina Lucio, Farnaes & Lucio APC, 235 Encinitas Blvd., Suite 210 Encinitas, CA 92024.

To Defendant:

Mark D. Kemple, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121

Allison S. Wallin, Littler Mendelson P.C., 2049 Century Park East, 5th Floor, Los Angeles, CA 90067-3107

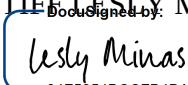
11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17 Stay of Litigation. Parties agree that upon the execution of this Agreement the *Minas* action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that within 5 court days of the execution of this Agreement, the parties in *Lee* and *Martinez* will file a stipulation with the respective court requesting a stay of the action pending resolution of the request to approve this Settlement in *Minas*. The granting of these stays is a condition precedent to enforcement of this Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. The Parties further agree that upon approval of this Settlement by the Court, and within 5 courts days thereafter, plaintiffs in *Lee* and *Martinez* will dismiss those actions with prejudice.

[SIGNATURES ON NEXT PAGE]

Dated: April 23, 2024

PLAINTIFF LESLY MINAS

DocuSigned by:

84F5854BCCFB4BA...
Lesly Minas

Dated: _____

PLAINTIFF JEFFREY LEE

Jeffrey Lee

Dated: _____

PLAINTIFF YARITZA MARTINEZ

Yaritza Martinez

Dated: _____

PANDA EXPRESS, INC.; PANDA
EXPRESS, LLC; PANDA
RESTAURANT GROUP, INC.;
PANDA EXPRESS (P.R.), INC.

Signature

By: Peggy Cherng
Name

Its: Co-CEO, Co-Founder
Title

APPROVED AS TO FORM

Dated: _____

GREENBERG TRAURIG, LLP

Mark D. Kemple
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; Panda Restaurant
Group, Inc.; and Panda Express (P.R.), Inc.

Dated: _____

PLAINTIFF LESLY MINAS

Lesly Minas

Dated: Apr 7, 2024

PLAINTIFF JEFFREY LEE



Jeffrey lee (Apr 7, 2024 14:32 PDT)

Jeffrey Lee

Dated: _____

PLAINTIFF YARITZA MARTINEZ

Yaritza Martinez

Dated: _____

PANDA EXPRESS, INC.; PANDA
EXPRESS, LLC; PANDA
RESTAURANT GROUP, INC.;
PANDA EXPRESS (P.R.), INC.

Signature

By: Peggy Cherng
Name

Its: Co-CEO, Co-Founder
Title

APPROVED AS TO FORM

Dated: _____

GREENBERG TRAURIG, LLP

Mark D. Kemple
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; Panda Restaurant
Group, Inc.; and Panda Express (P.R.), Inc.

Dated: _____

PLAINTIFF LESLY MINAS

Lesly Minas

Dated: _____

PLAINTIFF JEFFREY LEE

Jeffrey Lee

Dated: 04/03/24

PLAINTIFF YARITZA MARTINEZ


Yaritza Martinez (Apr 3, 2024 12:14 PDT)

Yaritza Martinez

Dated: _____

PANDA EXPRESS, INC.; PANDA
EXPRESS, LLC; PANDA
RESTAURANT GROUP, INC.;
PANDA EXPRESS (P.R.), INC.

Signature

By: Peggy Cherng
Name

Its: Co-CEO, Co-Founder
Title

APPROVED AS TO FORM

Dated: _____

GREENBERG TRAURIG, LLP

Mark D. Kemple
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; Panda Restaurant
Group, Inc.; and Panda Express (P.R.), Inc.

Dated: _____

PLAINTIFF LESLY MINAS

Lesly Minas

Dated: _____

PLAINTIFF JEFFREY LEE

Jeffrey Lee

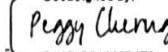
Dated: _____

PLAINTIFF YARITZA MARTINEZ

Yaritza Martinez

Dated: April 5, 2024

PANDA EXPRESS, INC.; PANDA
EXPRESS, LLC; PANDA
RESTAURANT GROUP, INC.;
PANDA EXPRESS (P.R.), INC.

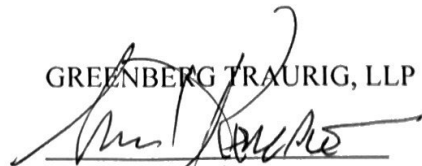
DocuSigned by:

B3CF4B64C63D4E0...
Signature

By: Peggy Cherng
Name

Its: Co-CEO, Co-Founder
Title

APPROVED AS TO FORM

Dated: 4/5/24


GREENBERG TRAURIG, LLP

Mark D. Kemple
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; Panda Restaurant
Group, Inc.; and Panda Express (P.R.), Inc.

Dated: 4/5/24

LITTLER MENDELSON P.C.

Allison S. Wallin

Allison S. Wallin

Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; and Panda Restaurant
Group, Inc.

Dated: _____

LAVI & EBRAHIMIAN LLP

Joseph Lavi

Attorneys for Plaintiff Lesly Minas

Dated: _____

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II

Attorneys for Plaintiff Lesly Minas

Dated: _____

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

AJ Bhowmik

Attorneys for Plaintiff Jeffrey Lee

Dated: _____

FARNAES & LUCIO, APC

Christina M. Lucio

Attorneys for Plaintiff Yaritza Martinez

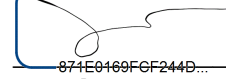
Dated: _____

LITTLER MENDELSON P.C.

Allison S. Wallin
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; and Panda Restaurant
Group, Inc.

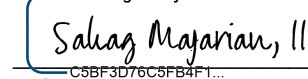
Dated: April 23, 2024

LAVI & EBRAHIMIAN LLP


874E0169FCF244D...
Joseph Lavi
Attorneys for Plaintiff Lesly Minas

Dated: April 23, 2024

LAW OFFICES OF SAHAG MAJARIAN II


C5BF3D76C5FB4F1...
Sahag Majarian II
Attorneys for Plaintiff Lesly Minas

Dated: _____

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

AJ Bhowmik
Attorneys for Plaintiff Jeffrey Lee

Dated: _____

FARNAES & LUCIO, APC

Christina M. Lucio
Attorneys for Plaintiff Yaritza Martinez

Dated: _____

LITTLER MENDELSON P.C.

Allison S. Wallin
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; and Panda Restaurant
Group, Inc.

Dated: _____

LAVI & EBRAHIMIAN LLP

Joseph Lavi
Attorneys for Plaintiff Lesly Minas

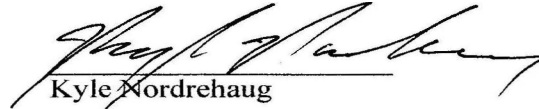
Dated: _____

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II
Attorneys for Plaintiff Lesly Minas

Dated: April 8, 2024

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP



Kyle Nordrehaug
Attorneys for Plaintiff Jeffrey Lee

Dated: _____

FARNAES & LUCIO, APC

Christina M. Lucio
Attorneys for Plaintiff Yaritza Martinez

Dated: _____

LITTLER MENDELSON P.C.

Allison S. Wallin
Attorneys for Defendants Panda Express, Inc.;
Panda Express, LLC; and Panda Restaurant
Group, Inc.

Dated: _____

LAVI & EBRAHIMIAN LLP

Joseph Lavi
Attorneys for Plaintiff Lesly Minas

Dated: _____

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II
Attorneys for Plaintiff Lesly Minas

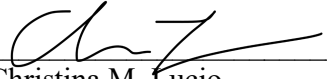
Dated: _____

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

AJ Bhowmik
Attorneys for Plaintiff Jeffrey Lee

Dated: 4/8/2024

FARNAES & LUCIO, APC


Christina M. Lucio
Attorneys for Plaintiff Yaritza Martinez