

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Ross, et al. v. Panda Restaurant Group, Inc.
Los Angeles County Superior Court, Case No. 21STCV03662

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER OR NOT YOU ACT.**

To: All persons within the United States who at any time between July 17, 2020, and February 16, 2022, placed an order for delivery through Panda’s website or mobile application where a Service Fee was charged in connection with that delivery order.
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BASIC INFORMATION

1. What is this settlement about?

Plaintiffs filed a lawsuit in Los Angeles County Superior Court titled *Jeff Ross, Roxanne Oliveira, and Natasha Scott v. Panda Restaurant Group, Inc.*, Case No. 21STCV03662 (the “Action”). Plaintiffs allege that Panda Restaurant Group, Inc. (“Panda” or the “Defendant”) made representations regarding delivery fees and service fees on delivery orders placed through its website and mobile application that were false or misleading. Complete details on these allegations are available in the Second Amended Complaint on the Settlement Website.

Panda contends that its statements were accurate, disagrees with Plaintiffs’ allegations, and denies any liability or wrongdoing associated with the claims alleged in the Action. Panda also asserts that the Action is not appropriate for class treatment for any purpose other than this Settlement.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, the Plaintiffs), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (the “Court”) is in charge of the Action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”).

On June 7, 2023 the Court granted preliminary approval of the Settlement, appointed Plaintiffs Jeff Ross, Roxanne Oliveira, and Natasha Scott as the Class Representatives, and appointed their attorneys at KalieGold PLLC as counsel for the Class (“Class Counsel”).

The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement and a Class Member if you fit within the following definition:

“All persons within the United States who at any time between July 17, 2020, and February 16, 2022, placed an order for delivery through Defendant’s website or mobile application where a Service Fee was charged in connection with that delivery order.”

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will provide the sum of \$1,400,000, which shall be allocated as \$900,000 in cash and \$500,000 in Vouchers available to Class Members. This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who submit timely and valid Claim Forms and do not submit requests for exclusion (“Settlement Class Members”). The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. Attorneys’ Fees to Class Counsel – not to exceed 33% of the Gross Settlement Amount or \$462,000.
- B. Litigation Costs/Expenses to Class Counsel – not to exceed \$16,500.
- C. Service Awards to the Class Representatives – not to exceed \$15,000, total.
- D. Settlement Administration Costs – currently estimated to be \$105,000.

Class Members who make a Claim for recovery may choose whether they would like to participate in the Cash Portion of the Net Settlement Amount, which will be divided equally amongst all Class Members who make a Claim and choose that form of compensation, or receive up to two Vouchers.

Each Voucher shall be redeemable for one medium entree through Defendant’s mobile application or website and no further purchase is necessary to redeem the Vouchers. The Vouchers must be used within one year of the date that they are emailed to Class Members. Class Members may choose to receive up to two Vouchers instead of a cash payment until the \$500,000 in Vouchers is completely depleted. If there are not enough Vouchers for each claimant to receive two Vouchers, Class Members who submit Claims later in time may instead receive one Voucher. Though unlikely, if all the Vouchers have been claimed by the time you submit your request for a Voucher, you will automatically receive a cash payment. Class Members may only use one Voucher per transaction and one Voucher per day.

Each Class Member who chooses to participate in the Cash Portion of the Net Settlement Amount will have their recovery determined on a *pro rata* basis, based on the total number of Class Members who chose a cash payment. It is anticipated that each Class Member’s recovery from the Cash Portion of the Net Settlement Amount would exceed \$10. This amount is not guaranteed and could increase or decrease depending on the number of Class

Members who choose to participate in the Cash Portion. In no event will Panda pay any additional money beyond the Gross Settlement Amount.

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a Cash Payment or Voucher?

All Participating Class Members must fill out and submit a valid Claim Form found at www.DeliveryServiceFeeSettlement.com and use the Unique ID number included at the top of your email Notice. As a part of the Claim Form, Participating Class Members must choose whether they would like to participate in the Cash Portion or receive a Voucher. The completed Claim Form must be submitted online by **January 10, 2024**.

7. When will I receive my Cash Payment or Voucher?

The Court will hold a hearing on **November 8, 2023**, to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your cash payment or Voucher until any appeals are resolved.

8. What else does the Settlement Provide?

Beginning on February 16, 2022, Panda stopped charging a Service Fee on delivery orders placed through its mobile application and website. This change in business practices shall not be construed as an admission of liability or that any of Plaintiffs' allegations are true. Panda agrees that it will not charge a Service Fee, as defined in the Settlement Agreement, on delivery orders for a period of 4 years from the Effective Date of this Agreement, unless such a fee is reasonably required under the law.

9. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement, Plaintiffs and all Class Members who choose to participate in the settlement shall release the "Released Parties" from the "Released Claims" for the "Class Period."

"Released Parties" means Defendant Panda Restaurant Group, Inc., and its current and former parent, subsidiaries and/or related companies, affiliated and related corporations and other entities, their successors and assigns, and all of their current and former owners, shareholders, directors, officers, partners, principals, managers, members, employees, agents, attorneys, representatives, firms, associations, partnerships, joint ventures, and entities, and their agents, guardians, successors, assigns, heirs, executors, and administrators.

"Released Claims" means all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Participating Class Members ever had, now have, may

have, or hereafter can, shall or may ever have against Defendant in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to Defendant's marketing and charges for orders through Defendant's website or mobile application during the Class Period and the claims alleged in the Action (i.e., the original Complaint and the proposed First Amended Complaint), and, more particularly, but without in any way limiting the generality of the foregoing, arising from, directly or indirectly, or in any way whatsoever pertaining or relating to the claims alleged in the complaint in the Action, including, but not limited to, communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, marketing, labeling, advertising, promotion, packaging, displays, brochures, studies, manufacture, distribution, operation, performance, functionality, notification, providing, offering, dissemination, replacement, any claims for rescission, restitution or unjust enrichment for all damages of any kind, violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes, any violation of the Uniform Commercial Code, any breaches of express, implied and/or any other warranties, any similar federal, state or local statutes, codes, damages, costs, expenses, extracontractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs against Defendant reasonably arising or reasonably related to the claims alleged in the operative complaint in the Action, notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein.

The release of these claims pertains to the Released Claims Period from July 17, 2020, through February 16, 2022.

EXCLUDING YOURSELF FROM THE RELEASE

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not be eligible to receive a cash payment or Voucher from the Net Settlement Amount.

10. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. Your Request for Exclusion must contain sufficient information for the Settlement Administrator to identify you as a Class Member and determine you want to exclude yourself from the Settlement. Ideally this would include: (a) the Class Member's full name, address, telephone number, email address associated with the order, and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Ross, et al. v. Panda Restaurant Group, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

The writing for exclusion must be mailed to the Settlement Administrator at the address listed below, postmarked by **September 8, 2023**. You cannot exclude yourself by phone or email.

Ross v. Panda Settlement Administrator
PO Box 5113
Portland, OR 97208-5113

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims.

11. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer immediately.

12. If I exclude myself, can I get money from this settlement?

No. But if you submit a timely and valid Request for Exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Released Parties for Released Claims.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has approved KanielGold PLLC as Class Counsel. The firm's contact information is:

1100 15th Street NW, 4th Floor
Washington D.C. 20005

13. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$462,000 and reimbursement of litigation cost/expenses of up to \$10,000 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

15. How do I tell the Court if I don't like the settlement?

If you are a Class Member who does not exclude himself/herself from the settlement, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than **September 8, 2023**. Your objection must include sufficient information for the Settlement Administrator to identify you as a Class Member and determine that you are objecting. Ideally, it should include your full name, address, telephone number, email address associated with the order and the specific reason for your objection. You may also come to the Final Approval Hearing on **November 8, 2023**, and make an objection at that time, regardless of whether you submitted a written objection.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot submit both an objection and Request for Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **10:00 a.m.** on **November 8, 2023**, at the Los Angeles County Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012 in Department 7.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

18. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your own expense to attend on your behalf.

19. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement website located at www.DeliveryServiceFeeSettlement.com.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will be part of the Settlement Class, but you will not get a cash payment or Voucher from the Settlement. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Claims ever again.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel or by reviewing the Settlement Agreement and other documents filed in this matter online by entering the case number above on the Court's website: <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>

WHAT IF MY INFORMATION CHANGES?

22. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE**