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**FILED**  
Superior Court of California  
County of Los Angeles  
06/07/2023  
David W. Slayton, Executive Officer / Clerk of Court  
By:           A. Morales           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

JEFF ROSS, ROXANNE OLIVEIRA, and  
NATASHA SCOTT, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

PANDA RESTAURANT GROUP, INC.,  
and DOES 1-50, inclusive,

Defendant.

Case No. 21STCV03662  
Assigned for All Purposes to:  
Hon. Lawrence P. Riff

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES**

Action filed: January 29, 2021  
SAC Filed: December 5, 2022  
Trial date: None

**THIS MATTER HAVING** come before this Court for an Order preliminarily certifying the Settlement Class and preliminarily approving a settlement between Plaintiffs Jeff Ross, Roxanne Oliveira, and Natasha Scott, individually and on behalf of the proposed Settlement Class, and Defendant Panda Restaurant Group, Inc. (“Defendant”), and this Court having reviewed the Amended Joint Stipulation of Class Action Settlement and attachments thereto (“Agreement”), executed by the Parties and submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of the Class for Settlement Purposes and Plaintiffs’ Supplemental Brief in Support of Preliminary Approval of Class Action Settlement (together, the “Motion”);

1 **IT IS HEREBY ORDERED** as follows:

2 1. This Preliminary Approval Order incorporates the Agreement, and the terms used  
3 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to  
4 the Court with the Motion.

5 2. For purposes of the settlement, and conditioned upon the settlement receiving final  
6 approval following the final approval hearing, this Court hereby conditionally certifies the Class  
7 defined as follows and subject to the stated exclusions below:

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

11 Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely  
12 manner, Defendant, any entities in which it has a controlling interest, any of their parents,  
13 subsidiaries, affiliates, officers, directors, employees and members of such persons’ immediate  
14 families, and the presiding judge(s) in this case, and their staff.

15 3. The Court finds that, for purposes of settlement: (a) the number of members of the  
16 Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact  
17 common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the  
18 claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the  
19 Settlement Class, and have retained experienced and adequate Settlement Class Counsel; (e) in light  
20 of the class notice and claims process, the questions of law and fact common to the members of the  
21 Settlement Class predominate over questions affecting any individual members of the Settlement  
22 Class; and (f) a class action is superior to the other available methods for the fair and efficient  
23 adjudication of the controversy.

24 4. For purposes of settlement only, the Court finds and determines that Plaintiffs Jeff  
25 Ross, Roxanne Oliveira, and Natasha Scott will fairly and adequately represent the interests of the  
26 Settlement Class in enforcing their rights in the action, and appoints them as the class  
27 representatives.

28 5. For purposes of the Settlement only, the Court appoints as Class Counsel, Jeffrey D.

1 Kaliel and Sophia Gold of KalielGold PLLC.

2           6.       Epiq Class Action & Claim Solutions, Inc. is appointed as Settlement Administrator.  
3 The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain  
4 to the Settlement Administrator.

5           7.       The settlement, on the terms and conditions stated in the Agreement, is preliminarily  
6 approved by this Court as being fair, reasonable and adequate, free of collusion or indicia of  
7 unfairness, and within the range of possible final judicial approval.

8           8.       The Final Approval Hearing Date will be held on **November 8, 2023 at 10 a.m.**  
9 before the Honorable Lawrence P. Riff in Department 7 of the Superior Court of the State of  
10 California, County of Los Angeles, Spring Street Courthouse located at 312 North Spring Street,  
11 Los Angeles, California 90012, to consider: (a) the fairness, reasonableness and adequacy of the  
12 proposed settlement; (b) any objections made by Class Members to the proposed settlement; (c)  
13 whether the settlement should be finally approved by this Court; (d) Class Counsel's motion for  
14 attorneys' fees and costs; (e) the motion seeking a service award for the Plaintiffs as class  
15 representatives; and (f) such other matters as this Court may deem proper and necessary. Interested  
16 parties may also participate by CourtCall.

17           9.       Class Counsel are to file and serve the Motion for Final Approval no later than  
18 October 6, 2023, and the Motion for Attorneys' Fees and Class Representative Service Awards no  
19 later than July 5, 2023. The application for Class Counsel's attorneys' fees and costs and service  
20 awards for Plaintiffs as class representatives will be heard concurrently with the request for final  
21 approval.

22           10.      The proposed form of Class Notice is attached to the Agreement as Exhibit A, and is  
23 hereby approved for the purpose of notifying the members of the Class of the proposed settlement,  
24 the Final Approval Hearing Date, and the rights of the members of the Class to exclude themselves  
25 or object to the settlement, and it shall be sent to the members of the Class substantially in the form  
26 approved. The parties may by mutual written consent make non-substantive changes to the Notice  
27 without Court approval. The costs of giving notice to the members of the Class will be paid from  
28 the cash portion of the Gross Settlement.

1           11.     The Settlement Administrator shall complete providing Notice no later than 37 days  
2 after the entry of this Preliminary Approval Order (July 10, 2023). The Notice shall be posted on  
3 the Settlement Website created by the Settlement Administrator.

4           12.     The Notice, as set forth in Exhibit A to the Agreement, and approved by this  
5 Preliminary Approval Order, is the best notice practicable, is reasonably calculated, under the  
6 circumstances, to apprise the members of the Class of the pendency of the action and their right to  
7 participate in, object to, or exclude themselves from the settlement, and fully satisfies the  
8 requirements of due process and California Civil Code § 382. This Court further finds that the  
9 Notice and Publication Notice are due and sufficient notice of the Final Approval Hearing Date, the  
10 settlement, the Motion for Final Approval and Motion for Fees, Costs, and Class Representative  
11 Service Awards, and other matters set forth in the Agreement, and that the Notices fully satisfy  
12 California Rules of Court and due process of law, to all persons entitled thereto.

13           13.     The Claim Form and Claims Processes are approved by this Preliminary Approval  
14 Order. All Claim Forms must be submitted to the Settlement Administrator no later than January  
15 10, 2024.

16           14.     Any member of the Class who intends to object to the fairness, reasonableness and  
17 adequacy of the settlement, Class Counsel's application for attorneys' fees and costs, and the  
18 application for service awards for the Plaintiffs as class representatives may object in writing and  
19 send the objection by mail to the Settlement Administrator at the address identified below. Any  
20 written objection must be postmarked no later than the Response Deadline (i.e., 60 days after the  
21 Settlement Administrator emails Notice to Class Members). To be valid, any written objection must  
22 contain sufficient information for the Settlement Administrator to identify the Class Member and  
23 that the Class Member is objecting to the Settlement. Ideally, the written objection would contain  
24 the following:

25                   (i) The Participating Class Member's full name, address, telephone number, and  
26 email address used to place the order;

27                   (ii) The specific reason including any legal grounds for the objection; and

28                   (iii) The Participating Class Member's signature.

1 Objections must be sent to the Settlement Administrator:

2                   *Ross v. Panda* Settlement Administrator  
3                   PO Box 5113  
4                   Portland, OR 97208-5113

5           15.     Members of the Class may elect to exclude themselves or “opt-out” from the  
6 Agreement. In the event a member of the Class wishes to be excluded from the settlement and not  
7 to be bound by the Agreement, that person must submit a written statement to the Settlement  
8 Administrator, which must be postmarked on or before the Response Deadline. Any request for  
9 exclusion must provide sufficient information for the Settlement Administrator to determine the  
10 identity of the Settlement Class Member and their desire to be excluded from the settlement. Ideally,  
11 the request for exclusion would identify the Settlement Class Member, his or her address, telephone  
12 number, and email address used to place the order, and state that person’s election to exclude himself  
13 or herself from the Agreement. Any member of the Class who timely and properly requests  
14 exclusion in compliance with these requirements will not be included in the Class, will not have any  
15 rights of Class Members under the settlement, will not be entitled to receive an Individual Settlement  
16 Recovery, and will not have any right to object, appeal, or comment on the Settlement. Members of  
17 the Settlement Class who do not submit a valid and timely request for exclusion shall be bound by  
18 all terms of the Agreement and any final judgment entered in this litigation if the Settlement is  
19 finally approved by the Court, regardless of whether they have requested to be opted-out from the  
20 settlement.

21           16.     Any member of the Settlement Class who submits a timely opt-out request may not  
22 file an objection to the settlement and shall be deemed to have waived any rights or benefits under  
23 the Agreement.

24           17.     All persons in the Settlement Class, either directly, on a representative basis or in  
25 any other capacity, are hereby barred from commencing or prosecuting against any of the Released  
26 Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any  
27 of the Released Claims pending final determination of whether the Settlement should be approved.

28           18.     In the event that this Court does not approve the Settlement as provided in the

1 Agreement, or in the event the Agreement becomes null and void pursuant to its terms, the  
2 Agreement and all orders entered in connection therewith, including but not limited to any order  
3 conditionally certifying the Settlement Class, shall become null and void and shall be of no further  
4 force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in  
5 any other case or controversy; and that in such an event, this Agreement and all negotiations and  
6 proceedings related thereto shall be deemed to be without prejudice to the rights of any and all  
7 parties hereto, who shall be restored to their respective positions as of the date of this Agreement.  
8 Should the Court fail to approve this settlement for any reason, the Parties agree that they will return  
9 to and attend mediation with a mutually agreed upon mediator in an effort to reach a settlement that  
10 may be approved by the Court.

11 19. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains  
12 continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in  
13 accordance with the settlement preliminarily approved herein and the related orders of this Court.

14 20. The Parties are directed to carry out their obligations under the Agreement.

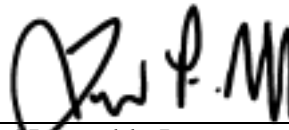
15 **Summary of Applicable Dates**

16 <b>Deadline to complete Sending Notice:</b> 37 days after entry of Preliminary Approval Order	July 10, 2023
17 <b>Deadline to file Motion for Final Approval:</b> 30 days prior to the Fairness Hearing	October 6, 2023
18 <b>Deadline to File Motion for Award of Fees, Costs, and Incentive Awards:</b> 30 days after entry of Preliminary Approval Order.	July 5, 2023
19 <b>Objection/Opt-Out Deadline:</b> 60 days after the Settlement Administrator distributes email Notice.	August 5, 2023
20 <b>Deadline to File Claims:</b> 6 months after the Settlement Administrator distributes email Notice	January 10, 2024
21 <b>Fairness Hearing Date</b>	November 8, 2023 At 10:00 a.m.

22 **IT IS SO ORDERED.**

23 Dated: 06/07/2023



24 

25 The Honorable Lawrence P. Riff  
Lawrence P. Riff / Judge

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the District of Columbia. I am over the age of 18 and not a party to the  
4 within action. My business address is 950 Gilman Street, Suite 200, Berkeley, CA 94710.

5 On **June 6, 2023**, I served the document(s) described as:

6 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**  
7 **ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT**  
8 **PURPOSES**

9 on the interested parties in this action by sending  the original [or]  a true copy thereof   
10 to interested parties as follows [or]  as stated on the attached service list:

11 Adil M. Khan Attorneys for Defendant  
12 *khanad@gtlaw.com* **PANDA RESTAURANT GROUP, INC.**  
13 Mark D. Kemple  
14 *kemplem@gtlaw.com*  
15 Blakeley Oranburg  
16 *oranburgb@gtlaw.com*  
17 **GREENBERG TRAUIG, LLP**  
18 1840 Century Park East, Suite 1900  
19 Los Angeles, California 90067-2121  
20 Tel: (310) 586-3882  
21 Fax: (310) 586-0582

22  **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the  
23 persons at the addresses listed in the Service List and placed the envelope for collection and  
24 mailing, following our ordinary business practices. I am readily familiar with KalieGold  
25 PLLC's practice for collecting and processing correspondence for mailing. On the same day  
26 that the correspondence is placed for collection and mailing, it is deposited in the ordinary  
27 course of business with the United States Postal Service, in a sealed envelope with postage  
28 fully prepaid.

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s)  
to be sent from e-mail address ngarcia@kalielgold.com to the persons at the e-mail addresses  
listed in the Service List. I did not receive, within a reasonable time after the transmission,  
any electronic message or other indication that the transmission was unsuccessful.

**BY NOTICE OF ELECTRONIC FILING:** I electronically served the document(s) with  
the by using the CaseAnywhere system. Participants in the case who are registered  
CaseAnywhere users will be served by the CaseAnywhere system. Participants in the case  
who are not registered CaseAnywhere users will be served by mail or by other means  
permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the foregoing  
is true and correct. Executed this **June 6, 2023**, at Los Angeles, California.

NEVA R. GARCIA



Type or Print Name

Signature