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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET 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 to Hon. Lawrence P. Riff, Dept. 7)

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
AWARDING CLASS COUNSEL
ATTORNEYS’ FEES AND COSTS; AND
AWARDING CLASS REPRESENTATIVE
SERVICE AWARDS**

**[Notice of Motion for Final Approval of Class
Action Settlement; Memorandum of Points
and Authorities; and Declaration of Jeffrey D.
Kaliel filed concurrently herewith]**

Hearing Date: November 8, 2023
Time: 10:00 a.m.
Department: 7

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

1 This Court granted preliminary approval of the Amended Joint Stipulation of Class Action
2 Settlement (the “Agreement”) and certified a provisional settlement class on June 7, 2023 (the
3 “Settlement Class”). Due and adequate notice having been given to the Class Members, and the
4 Court having considered the Settlement, all papers filed and proceedings had herein, all oral and
5 written comments regarding the Settlement, and having reviewed the record in this litigation, and
6 good cause appearing,

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

8 1. Unless otherwise provided, all terms used herein shall have the same meaning as those
9 provided in the Agreement.

10 2. The Court has jurisdiction over the subject matter of the litigation and over the Parties
11 to this litigation, including all Class Members.

12 3. For settlement purposes, the Court now finally certifies the Settlement Class for
13 settlement purposes only:

14 **Settlement Class** means persons within the United States who at any time between
15 July 17, 2020, and February 16, 2022 placed an order for delivery through Panda’s
16 website or mobile application where a Service Fee was charged in connection with that
17 delivery order.

18 4. The Court appoints Plaintiffs Jeff Ross, Roxanne Oliveira, and Natasha Scott as the
19 Class Representatives.

20 5. The Court appoints Epiq Class Action Solutions as the Settlement Administrator. The
21 Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the
22 administration of the Settlement and shall comply with the terms of the Settlement.

23 6. The Court finds that the distribution of the Notice of the Settlement has been
24 completed in conformity with the Court’s Preliminary Approval Order. The Court finds that the
25 notice was the most practicable under the circumstances and provided due and adequate notice of
26 the proceedings and of the terms of the Settlement. The Court finds that the notice fully satisfied the
27 requirements of due process. The Court also finds that all Settlement Class Members were given a
28 full and fair opportunity to participate in the Fairness Hearing, all Class Members wishing to be

1 heard have been heard, and all Class Members have had a full and fair opportunity to exclude
2 themselves from the Settlement Class.

3 7. The Court finds that three (3) members of the Class requested exclusion from the
4 Settlement Class. The list of such persons timely and validly opting out of the Settlement is attached
5 hereto as Exhibit A. All Settlement Class Members not identified in Exhibit A shall be bound by
6 this Order.

7 8. The Court finds that zero (0) members of the Settlement Class objected to the
8 Settlement.

9 9. The Court hereby grants final approval of the terms of the Settlement and finds that
10 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
11 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
12 result of informed and non-collusive arms-length negotiations. The Court further finds that the
13 Parties have conducted extensive investigation and research, and their attorneys were able to
14 reasonably evaluate their respective positions.

15 10. The Court finds that the Settlement will avoid additional and potentially substantial
16 litigation costs, as well as delay and risks.

17 11. The Settlement is not an admission by Defendant, nor is this Order a finding of the
18 validity of any allegations or of any wrongdoing by Defendant. Neither this Final Approval Order
19 and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry
20 out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
21 omission, concession, or liability whatsoever by or against Defendant.

22 12. Within five (5) calendar days of the Court's grant of final approval of the Agreement,
23 and as a precondition to Defendant's obligation to fund the cash portion of the Settlement, Plaintiff
24 will file a request to voluntarily dismiss the *Scott* Action with prejudice.

25 13. By the deadline specified in the Agreement, Defendant shall deposit the cash portion
26 of the Gross Settlement into a Qualified Settlement Fund to be established by the Settlement
27 Administrator. Payments of Class Counsel's Fees and Costs, Settlement Administration Costs, and
28

1 Class Representative Service Awards shall be made from the Qualified Settlement Fund by the
2 deadline set forth in the Agreement.

3 14. The amount of the Individual Settlement Recovery paid to each Participating Class
4 Member shall be calculated as specified in the Agreement and by the deadline specified in the
5 Agreement and in accordance with its other terms. Individual Settlement Recoveries of cash shall
6 be paid by electronic transfer to Participating Class Members who make a claim for cash. Individual
7 Settlement Recoveries of Vouchers shall be provided by electronic transfer directly to the email
8 address that the Participating Class Member identifies when submitting a claim.

9 15. Upon remittance of the cash portion of the Gross Settlement by Defendant to the
10 Settlement Administrator, Participating Class Members shall be deemed to have fully released and
11 discharged the Released Parties from any and all Released Claims for the Class Period.

12 Additionally, upon the funding of the cash portion of the Gross Settlement, Class
13 Representatives, on behalf of themselves only, and in consideration of Defendant's promises and
14 agreements as set forth in the Agreement (including the Class Representative Service Awards),
15 agree to fully release the Released Parties from any and all Released Claims and also generally
16 release and discharge the Released Parties from any and all claims, demands, obligations, causes of
17 action, rights, or liabilities of any kind, known or unknown, foreseen or unforeseen, which have
18 been or could have been asserted against the Released Parties at any time during the Class Period.
19 The release specifically includes any and all claims, demands, obligations and/or causes of action
20 for damages, restitution, penalties, interest, and attorneys' fees and costs (except as provided by the
21 Agreement) relating to or in any way connected with the matters referred to in the Agreement,
22 whether or not known or suspected to exist, and whether or not specifically or particularly described
23 in the Agreement.

24 Plaintiffs, on behalf of themselves only, further agree to waive all rights and benefits afforded
25 by California Civil Code Section 1542, which provides:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
2 PARTY.

3 16. The Agreement, including, without limitation, its exhibits, and any and all
4 negotiations, documents, and discussions associated with it, shall not be deemed or construed to be
5 an admission or evidence of any violation of any statute, law, rule, regulation or principle of
6 common law or equity, of any liability or wrongdoing by Defendant, of the suitability of this case
7 for class treatment in the absence of a settlement, or of the truth of any of the claims asserted by
8 Plaintiffs in the Action, and evidence relating to the Agreement shall not be discoverable or used,
9 directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except
10 for the purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval
11 Order, and this Final Approval Order and Judgment.

12 17. In the event (a) the Court does not finally approve the Settlement, (b) the Court strikes
13 or does not approve any material term of the Agreement, (c) the *Scott* court does not grant dismissal
14 of the *Scott* Action, or (d) if the Settlement does not become final as written and agreed to by the
15 Parties for any other reason, then the Agreement and any documents generated to bring it into effect
16 will be rendered null and void, and all amounts deposited into the Qualified Settlement Fund will
17 be returned to Defendant and the Parties will return to their original respective positions. At such
18 time, the Parties will return to and attend mediation with a mutually agreed upon mediator in an
19 effort to reach a settlement that may be approved by the Court.

20 18. The Court finds that the total requested attorneys' fees of \$462,000.00, representing
21 33% of the \$1,400,000 Gross Settlement, is reasonable based on the percentage of the recovery
22 calculation and the lodestar crosscheck. Class Counsel's lodestar of \$454,870.70 exceeds the cap
23 on fees as set forth in the Agreement. The hourly rates of the attorneys are reasonable and in line
24 with prevailing market rates, and the hours worked are also reasonable.

25 19. The Court further finds that the request for reimbursement of litigation costs in the
26 amount of \$16,500.00 is reasonable based on the work necessary to achieve this favorable class
27 settlement, and is to be paid to Class Counsel from the Qualified Settlement Fund by the deadline
28 specified in the Agreement.

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20. The Court finds that Plaintiffs assisted with the prosecution and litigation of the case and have been willing to testify at trial. The Court therefore awards Class Representative Service Awards in the amounts of \$5,000.00 each to be paid to Plaintiffs Jeff Ross, Roxanne Oliveira, and Natasha Scott by the deadline specified in the Agreement.

21. The Court approves payment of the Settlement Administration Costs of \$105,000.00 to be paid to the Settlement Administrator from the Qualified Settlement Fund by the deadline specified in the Agreement.

22. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the Parties, Class Counsel, and the case to enforce the Settlement and the terms of this Final Approval Order and Judgment.

23. This Final Approval Order and Judgment is a judgment on the Settlement only and the Court makes no finding of liability herein.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____, 2023

Hon. Lawrence P. Riff
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the District of Columbia. I am over the age of 18 and not a party to the within action. My business address is 1100 15th Street NW, 4th Floor, Washington, DC 20005.

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

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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

Adil M. Khan
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Attorneys for Defendant
PANDA RESTAURANT GROUP, INC.

[X] 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 **October 6, 2023**, at Los Angeles, California.

NEVA R. GARCIA
Type or Print Name



Signature