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Counsel for Plaintiffs and The Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARC-ANTHONY HALLIDAY, on
behalf of all others similarly situated,

Plaintiff,

v.

PANDA RESTAURANT GROUP,
INC.,

Defendant.

Case No. 24STCV12667
*(Assigned for all purposes to the
Honorable Theresa M. Traber)*

**SECOND AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

The Parties, who intend to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs' Released Claims, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Second Amended Class Action Settlement Agreement and Release, hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval, as follows. This Second Amended Class Action Settlement Agreement and Release is intended to supersede the Class Action Settlement Agreement and Release previously executed by the Parties on or about March 25, 2025:

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1. “Action” means *Halliday, et al., v. Panda Restaurant Group, Inc.*, 24STCV12667, filed on May 16, 2024, in Los Angeles County Superior Court.

1.2. “Administrative Expenses” means all the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, providing Notice to Settlement Class Members, determining the eligibility of any Person to be a Settlement Class Member, administering and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund or the Credit Monitoring and Insurance Services to the Claimants with Approved Claims.

1.3. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application made with the Motion for Final Approval seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs.

1.4. “Agreement,” “Settlement Agreement,” and “Settlement” mean this Second Amended Class Action Settlement Agreement and Release (including all recitals, exhibits and attachments hereto).

1.5. “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.6. “Business Day(s)” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.7. “Cash Payment” means compensation paid to Settlement Class Members who elected either an Alternative Cash Payment or a California Statutory Cash Payment.

1.8. “Claim(s)” means the timely submission of a Claim Form by a Claimant.

1.9. “Claimant” means a Settlement Class Member who timely submits a Claim Form for a Settlement Payment.

1.10. “Claim Form(s)” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a claim for Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

1.11. “Claims Deadline” means 90 days after the earliest day on which the Notice is first distributed and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

1.12. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and end on the Claims Deadline.

1.13. “Class Counsel” means attorneys Daniel Srourian of Srourian Law Firm, P.C., Kenneth Grunfeld of Kopelowitz Ostrow P.C., John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC. and Jason Wucetich of Wucetich & Korovilas LLP.

1.14. “Class Notice Date” means 30 Days after the Court’s entry of the Preliminary Approval Order.

1.15. “Class Representatives” and “Plaintiffs” means those Plaintiffs who have signed this Agreement, including potentially, Marc-Anthony Halliday, Victoria Ruggeri,

Emily Flessas, Steven Jackson, Elizabeth Jimenez, Stephanie Sarfo, Silas Davis, and Joshua Oluwalowo.

1.16. “Complaint” means the Consolidated Class Action Complaint to be filed in the Action.

1.17. “Court” means the Los Angeles County Superior Court, the Honorable Theresa M. Traber (or any judge sitting in his stead or to whom the Action may be transferred) presiding.

1.18. “Credit Monitoring and Insurance Services” and “CMIS” mean the services to be provided to Participating Settlement Class Members who are entitled to and so select such services on their Claim Form, and as further described in Section 4.3, herein.

1.19. “Data Security Incident” refers to the unauthorized acquisition of files containing Personally Identifying Information at various times on or after approximately March 7, 2024, that is the subject of the Action.

1.20. “Day(s)” shall mean, for a period expressed in “day(s),” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.21. “Defendant” or “Panda” means Panda Restaurant Group, Inc. and its current and former affiliates, parents, subsidiaries, and successors.

1.22. “Defendant’s Counsel” or “Panda’s Counsel,” or references to counsel for Panda, means Marcus McCutcheon and other attorneys at the law firm of BakerHostetler.

1.23. “Documented Loss(es)” refers to monetary losses incurred by a Settlement Class Member and supported by Reasonable Documentation for attempting to remedy losses that are more likely than not traceable to the Data Security Incident, and that have not been reimbursed through other means. A claim for a Documented Loss must be supported by Reasonable Documentation that a Settlement Class Member actually incurred

unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Security Incident and incurred on or after March 7, 2024. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to support a Documented Loss, but can be considered to add clarity or support to other submitted documentation.

1.24. “Effective Date” means 5 Days after the entry of the Final Approval Order, provided there are no objections made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 Days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 Days after the last appellate court ruling affirming the Final Approval Order or 30 Days after the entry of a dismissal of the appeal.

1.25. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

1.26. “Fee and Expense Award” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

1.27. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

1.28. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

1.29. “Final Approval Order” means an order that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement.

1.30. “Judgment” means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered.

1.31. “Litigation Costs” means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Action, and obtaining an order of final judgment, in an amount not to exceed \$30,000.

1.32. “Long Form Notice” means the long form notice of settlement, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator, substantially in the form attached hereto as **Exhibit C**.

1.33. “Motion for Preliminary Approval” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

1.34. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (a) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (b) Taxes, (c) any Service Payments approved by the Court, and (d) any Fee and Expense Award approved by the Court.

1.35. “Notice” means the Postcard Notice, Long Form Notice, Settlement Website and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

1.36. “Notice Date” means the date upon which Settlement Class Notice is first disseminated to the Settlement Class, which shall be within 30 Days after entry of the Preliminary Approval Order.

1.37. “Notice Expenses” means all reasonable costs and expenses expended in the execution of the Notice Plan, including (a) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet, and publishing the Settlement Class Notice, and informing them of the Settlement, and (b) any other reasonable and necessary Notice and Notice related expenses.

1.38. “Notice Plan” means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Fairness

Hearing.

1.39. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website and Settlement telephone line.

1.40. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

1.41. “Objection Deadline” means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (a) the Fee and Expense Award, and (b) the Service Payments, which begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days after the commencement of the Notice Program. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.

1.42. “Opt-Out Period” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days after the commencement of the Notice Program. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

1.43. “Participating Settlement Class Member” means a Settlement Class Member who submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.

1.44. “Parties” means the Plaintiffs and Panda.

1.45. “Person(s)” means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors or assigns or, in the case of individuals, their personal representative or guardian.

1.46. “Personally Identifying Information” and “PII” means the information contained in the files involved in the Data Security Incident, including names, dates of birth,

and Social Security numbers.

1.47. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

1.48. “Preliminary Approval Order” means the Court’s Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement as **Exhibit D**.

1.49. “Reasonable Documentation” means documentation supporting a claim for a Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, photographs, and receipts. Documented Losses cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; the Claimant must provide supporting documentation in addition to any such certification, declaration, or affidavit. “Self-prepared” documents such as handwritten receipts, by themselves, do not constitute Reasonable Documentation, but can be considered to add clarity or support to other submitted documentation.

1.50. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) arising during the period between March 7, 2024, to the date the Preliminary Approval Order is issued by the Court, that the Releasing Parties had or could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body),

regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, reasonably related or connected in any way with the Data Security Incident. “Released Claims” does not include claims relating to the enforcement of the Settlement.

1.51. “Released Parties” means Panda and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action. Each of the Released Parties may be referred to individually as a “Released Party.”

1.52. “Releasing Parties” means Plaintiffs and any Person in the Settlement Class who does not timely exclude themselves from the Settlement, including those not submitting a Claim for a Settlement Benefit.

1.53. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement. The deadline to submit a Request for Exclusions is the date that falls on the last Day of the Opt-Out Period.

1.54. “Service Award(s)” means the amount of remuneration to be paid to each of the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10, herein.

1.55. “Settlement Administrator” means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Parties agree to recommend that the Court appoint A.B. Data, Inc. (“A.B. Data”) as Settlement Administrator to: design, consult on, and implement the Notice and related

requirements of this Agreement; implement the Notice, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval.

1.56. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

1.57. "Settlement Benefit(s)" means any Settlement Payment, the Credit Monitoring and Insurance Services, the Prospective Relief set forth in Section 4 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee and Expense Award, and Administrative Expenses.

1.58. "Settlement Class" means all residents of the United States who were or may have been affected in the Data Security Incident and who have not opted-out of the Settlement. The Settlement Class consists of approximately 240,295 individuals, 81,216 of whom have addresses in California according to Defendant's records. Excluded from the Settlement Class are: (a) the Judges presiding over the Action, Class Counsel, and members of their families; (b) Panda and its subsidiaries, parent companies, successors, predecessors, and any entity in which Panda or its parents, have a controlling interest, and its current or former officers and directors; (c) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (d) the successors or assigns of any such excluded Persons.

1.59. "Settlement Class List" means the list generated by Panda containing the name, email (if available), and last known physical mailing address for Persons that fall under the definition of the Settlement Class, which Panda will provide to the Settlement Administrator within 15 Days of the entry of the Preliminary Approval Order.

1.60. "Settlement Class Member" or "Class Member" means a Person who falls within the definition of the Settlement Class and who does not submit a valid Request for Exclusion prior to the expiration of the Opt-Out Period.

1.61. “Settlement Fund” means the sum of Two Million, Four Hundred and Fifty Thousand Dollars and No Cents (\$2,450,000.00), to be paid by or on behalf of Panda as specified in Section 3.6 of this Agreement, including any interest accrued thereon after payment.

1.62. “Settlement Payment” means any payment to be made to any Participating Settlement Class Member on Approved Claims pursuant to Sections 3.11 and 4.2 herein.

1.63. “Settlement Website” means the internet website, with the URL address www.prgbreachsettlement.com, to be created and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant documents including the Settlement Class Notice, information about submitting Claim Forms, and other relevant documents, including downloadable Claim Forms. The Settlement Website shall remain online and operable for 6 months after Final Approval.

1.64. “Summary Notice” or “Postcard Notice” means the summary postcard and email notices of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**, that the Settlement Administrator shall disseminate to the Settlement Class.

1.65. “Taxes” means (a) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Panda or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (b) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (c) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.66. “Valid Claim(s)” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

2. RECITALS

2.1. On or around March 7, 2024, Panda experienced a cybersecurity attack that affected its computer systems (i.e., the Data Security Incident).

2.2. Panda’s subsequent investigation determined that during the Data Security Incident an unauthorized actor accessed certain files that contained PII on Panda’s corporate systems.

2.3. Following a diligent investigation to identify individuals whose PII may have been affected, Panda began notifying potentially impacted individuals about the Data Security Incident on or around April 30, 2024.

2.4. On May 16, 2024, this Action, *Halliday v. Panda Restaurant Group, Inc.*, 24STCV12667, was filed in the Los Angeles County Superior Court.

2.5. Eight separate class action cases related to the Data Security Incident were filed in the United States District Court for the Central District of California.

2.6. Defendant denies all material allegations in the Action, denies wrongdoing of any kind, denies that it is liable on any of the claims asserted, and maintains that a class

action cannot properly be certified for purposes of litigation and trial, as opposed to for purposes of settlement.

2.7. Before entering into this Settlement Agreement, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of liability, potential remedies, and all defenses thereto.

2.8. This Settlement was reached as a result of extensive arm's-length negotiations between the Parties and their counsel, and after an all-day mediation session with respected mediator, Jill Sperber of Judicate West. Before and during these settlement discussions and mediation, the Parties had an arm's-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

2.9. As a result of extensive arm's-length negotiations, Plaintiffs and Class Counsel, on behalf of the Settlement Class, and Defendant entered into this Agreement to settle and resolve the class claims alleged in the Action.

2.10. Pursuant to the terms set forth below, this Agreement resolves all claims, actions, and proceedings asserted, or that could be asserted, against Panda arising out of or related to the Data Security Incident, as set forth in the release contained herein, by or on behalf of members of the Settlement Class herein defined but excluding the rights of Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

2.11. Class Counsel, on behalf of the Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Panda's potential defenses, including conducting an independent investigation, as well as an assessment of the merits of expected arguments in a motion for class certification. Based on an analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of such

continued litigation, including the risks and uncertainties associated with class certification and other defenses Panda may assert, a protracted trial and appeal(s), as well as the fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits as expediently as possible. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation.

2.12. Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

2.13. Panda has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

2.14. This Settlement Agreement, whether consummated or not, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only and Panda specifically denies any and all wrongdoing and any liability in connection with the Data Security Incident. The existence of, terms in, and any action taken under or in connection with this Settlement Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Panda of (a) the validity of any claim or fact asserted in the Action or any other pending or future action or (b) any wrongdoing, fault, violation of law, or liability of any kind on the part of Panda or any of the Released Parties.

3. TERMS OF SETTLEMENT

It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Panda that, subject to Court approval, the Action and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

3.1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.

3.2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

3.3. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Panda stipulate to the certification of the Settlement Class, pursuant to California Code of Civil Procedure §§ 382 *et seq.*, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (a) the Settlement not receive Final Approval from the Court, or (b) the Effective Date not occur, the certification of the Settlement Class shall be void. Plaintiffs and Panda further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

3.4. Final Approval. Class Counsel shall move the Court for Final Approval and entry of the Final Approval Order and Judgment no later than 14 Days prior to the Final Approval Hearing.

3.5. Releases.

3.5.1. The Release. 10 Days after the Effective Date, and in consideration of full payment of the Settlement Fund by Panda and the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Panda and each of the Released Parties from any and all Released Claims.

3.5.2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum, or

proceeding.

3.5.3. Jurisdiction of the Court. Without affecting the finality of the Final Approval Order and Judgment in any way, and even after the Effective Date, pursuant to Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction over the implementation of the Settlement, Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

3.6. Settlement Fund.

3.6.1. Deposit. Panda shall pay, or cause to be paid through its insurance carriers, a payment of Two Million Four Hundred and Fifty Thousand Dollars and No Cents (\$2,450,000.00) into the Settlement Fund 21 Days after the Court enters the Preliminary Approval Order and Panda receives a W9 and payment instructions from the Settlement Administrator, which shall in part be available to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry of the Final Approval Order and the Judgment. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Panda's liability shall not exceed Two Million Four Hundred and Fifty Thousand Dollars and No Cents (\$2,450,000.00) absent an express written agreement between the Parties to the contrary.

3.6.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in an appropriate trust established by the Settlement Administrator pursuant to the terms and conditions set forth below; but it shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (a) the Class Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance

with the terms and conditions of this Agreement; (b) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Panda and (c) no other Person shall have any further claim whatsoever to such amounts.

3.7. Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Panda in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section 9 of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Panda.

3.8. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (a) all Administrative Expenses; (b) any Taxes; (c) any Service Payments; (d) any Fee and Expense Award; (e) Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement; and (f) any other Settlement Benefits.

3.9. Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution (that is not any of the Released Parties) recommended by the Settlement Administrator and approved by Class Counsel and Panda, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

3.10. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (a) expressly authorized by the Settlement Agreement and Class Counsel or (b) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Panda with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective

Date at least 7 Business Days prior to making such withdrawal or payment.

3.11. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Participating Settlement Class Members pursuant to this Agreement.

3.12. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

3.13. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid

by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.14. Limitation of Liability.

3.14.1. Panda and Panda's Counsel shall not have any responsibility for or liability whatsoever with respect to (a) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment or distribution of the Settlement Fund; (c) the formulation, design or terms of the disbursement of the Settlement Fund; (d) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (f) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.14.2. Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (a) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment or distribution of the Settlement Fund; (c) the formulation, design or terms of the disbursement of the Settlement Fund; (d) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by or fluctuations in the

value of the Settlement Fund; or (f) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.14.3. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Panda, and Panda's Counsel harmless for (a) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (b) the management, investment or distribution of the Settlement Fund; (c) the formulation, design or terms of the disbursement of the Settlement Fund; (d) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (f) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. SETTLEMENT BENEFITS

4.1. Prospective Relief. Without admitting any liability, Panda agrees, as a material term of this Settlement, to implement and maintain certain cybersecurity, data privacy protocols, and deploy additional security measures. Panda provided a confidential declaration detailing the specific measures and their associated costs to Class Counsel prior to the execution of this Agreement.

4.2. Settlement Payments. Each Participating Settlement Class Member may qualify for the following Settlement Payments:

4.2.1. Documented Loss Payment. Participating Settlement Class Members may submit a claim for a Settlement Payment of up to \$5,000.00 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (a) a Valid Claim electing to receive the Documented Loss Payment benefit; (b) an attestation regarding any actual and

unreimbursed Documented Loss; and (c) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. Any Participating Settlement Class Member who submits a Claim for a Documented Loss Payment that is rejected by the Settlement Administrator and that is not cured, and did not make a Claim for an Alternative Cash Payment, will be considered as a Claim for an Alternative Cash Payment.

4.2.2. Alternative Cash Payment. In addition to any Documented Loss Payment, each Participating Class Member may submit a claim to receive an alternative cash payment which may be adjusted on a *pro rata* basis (“Alternative Cash Payment”). The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 4.7 after amounts sufficient to pay Valid Claims for benefits have been deducted from the Settlement Fund. Plaintiffs will not need to supply any documentary proof to select this option. Based on their collective experience from prior cases, Class Counsel estimates the approximate amount of the Alternative Cash Payment will be \$100.00.

4.2.3. California Statutory Cash Payment. In addition to the above, all Settlement Class Members to whom Panda mailed Notice of the Data Security Incident and who were residents of the State of California on March 7, 2024, may claim a separate statutory award of \$125.00 in recognition of their release of claims under the California Consumer Privacy Act. The amount of the California Statutory Cash Payment may be adjusted if the total amount of claims exceeds the Settlement Fund and will be calculated in accordance with Section 4.7 herein.

4.3. Credit Monitoring and Insurance Services. In addition to the above, Settlement Class Members may elect to receive 2 years of the Credit Monitoring and Insurance Services (“CMIS”). The CMIS will include Credit Monitoring, Fraud Consultation, and Identity Theft Restoration services. A Participating Settlement Class Member who chooses CMIS and already maintains a credit monitoring service may elect to

defer their enrollment in the CMIS for a period of 12 months for no additional charge. The CMIS will include the following services to be provided to each Participating Settlement Class Member who chooses the CMIS: (a) up to \$1 million dollars of identity theft insurance coverage and (b) 3-bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile.

4.4. Settlement Payment Methods. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods, e.g., PayPal, Venmo, etc. In the event Participating Settlement Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by U.S. Mail.

4.5. Deadline to File Claims. Claim Forms must be received on or before the Claims Deadline.

4.6. The Settlement Administrator. The Settlement Administrator shall have the sole authority to determine whether a Claim Form is substantially valid, timely, and complete, and to what extent a Claim Form is electing to receive a Documented Loss Payment. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within 7 Days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have 20 Days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as determined.

4.7. Distribution of Settlement Payments.

4.7.1. It is the intention of the Parties to distribute to Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (a) all costs of claims administration (including applicable Taxes, if any), (b) Plaintiffs' counsel's fees and expenses and Court-approved

Service Awards, (c) the costs of providing CMIS, (d) Approved Claims for approved Documented Losses (up to \$5,000 per Person); and (e) Approved Claims for the California Statutory Cash Payment. The remaining amount is the Net Settlement Fund. The amount of the Alternative Cash Payments shall be the Net Settlement Fund divided by the number of Valid Claims submitted for that option.

4.7.2. In the event the Settlement Fund is insufficient to cover the payment for the CMIS claimed by Participating Settlement Class Members, the duration of the CMIS coverage will be reduced to exhaust the fund. In such an unanticipated event, no Net Settlement Funds will be distributed to Claimants for Approved Claims for Documented Loss Payments, Alternative Cash Payments or California Statutory Cash Payments. In the unanticipated event that the aggregate amount of all Documented Loss Payments plus payments for the CMIS exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Participating Settlement Class Member shall be reduced, on a *pro rata* basis, such that the aggregate value of all Documented Loss Payments and payments due for CMIS does not exceed the Net Settlement Fund. If that occurs, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Alternative Cash Payments or California Statutory Cash Payments. All such determinations shall be performed by the Settlement Administrator.

4.8. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Payment, by physical check, shall have 90 Days following distribution to deposit or cash their cash benefit check. Cashing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive Settlement Benefits. All settlement checks shall be void 90 Days after issuance and shall bear the language: "This check must be cashed within 90 Days, after which time it is void."

4.9. Uncashed Funds. For monetary relief Claimed but not cashed by Settlement Class Members, the Claims Administrator shall submit the total of all such uncashed

monetary relief to the Children's Hospital of Los Angeles.

4.10. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within 20 Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

5. SETTLEMENT ADMINISTRATION

5.1. Submission of Claims.

5.1.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

5.1.2. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

5.1.3. Settlement Administrator's Duties.

5.1.3.1. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost-effective and timely manner, and calculate Settlement Payments in accordance with this Agreement.

5.1.3.2. Dissemination of Notices. The Settlement Administrator

shall disseminate the Settlement Class Notice as provided for in this Agreement.

5.1.3.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

5.1.3.3.1. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than 5 Days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after the expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

5.1.3.3.2. Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

5.1.3.3.3. Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice; and

5.1.3.3.4. Cooperate with any audit by Class Counsel or

Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

5.2. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

5.3. Timing of Settlement Benefits. The Settlement Administrator shall comply with the terms and conditions of this Agreement herein and shall timely make all Settlement Payments contemplated in this Agreement within 30 Days after: (a) the Effective Date; or (b) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later. No later than 5 Days after the Effective Date, the Settlement Administrator will securely transmit to the provider of the CMIS a list of Participating Settlement Class Members with Approved Claims electing to receive the CMIS, including their names and email addresses. Within 30 Days of the Effective Date, Participating Settlement Class Members will be sent the enrollment instructions for the CMIS.

6. SETTLEMENT CLASS NOTICE

6.1. As set forth in this Section 6, the Settlement Class Notice will be disseminated through a combination of Summary Notice (substantially in the form of **Exhibit B** attached hereto), notice through the Settlement Website, and Long Form Notice (substantially in the form of **Exhibit C** attached hereto), as approved by the Court in the Preliminary Approval Order, and described in this Agreement, and in order to comply with all applicable laws, including but not limited to, California Code of Civil Procedure Section 382 *et seq.*, the Due Process of the United States Constitution, and any other applicable statute, law or rule.

6.2. Within 15 Days after the date of the Preliminary Approval Order, Panda shall provide the Settlement Class List to the Settlement Administrator.

6.3. Confidentiality. Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall not be used by the Settlement Administrator for marketing; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Settlement Class List and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Settlement Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will ensure that any information provided to it by Class Members, Class Counsel, Panda, or Panda's Counsel, will be secure and used solely for the purpose of effecting this Settlement. This provision is intended solely to protect the privacy of Settlement Class Members and against disclosure of their sensitive PII, and will not impede Class Counsel's ability to discharge its duties to the Settlement Class or the Settlement Administrator's ability to administer the Settlement.

6.4. Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to Settlement Class Members as follows:

6.4.1. For any Settlement Class Member for whom an email address is available, the Settlement Administrator shall email the Summary Notice to such Person;

6.4.2. For any Settlement Class Member for whom an email is not available, and to the extent a physical address is available, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. Mail, postage prepaid;

6.4.3. If any notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt two other email executions and if not successful, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. Mail,

postage prepaid, to the extent a current mailing address is available;

6.4.4. For any Summary Notice that has been mailed via U.S. Mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail; and

6.4.5. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph 6.4.

6.4.6. In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Panda.

6.4.7. The Settlement Administrator shall commence the Direct Notice set forth in this Paragraph 6.4 within 30 Days after the Notice Date.

6.4.8. The Claims Deadline for all individuals who receive a re-mailed Summary Notice pursuant to Paragraph 6.4.4 shall be 90 days from the date of distribution of the remailed Summary Notice.

6.5. Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (a) submission of Claim Forms by Persons other than potential Settlement Class Members, (b) submission of more than one Claim Form per Person, and (c) submission of Claim Forms seeking amounts to which the Claimant is not entitled. In the event a Claim Form is submitted without a unique class member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

6.6. Settlement Website. Prior to any dissemination of the Summary Notice and

prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the operative Complaint in the Action, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgement when entered by the Court. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also make available the Long Form Notice in Spanish. Any changes to the time or location of the Final Fairness Hearing promptly will be indicated on the Settlement Website.

6.7. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (a) specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment upon the Settlement by day, month, and year, and describe the method by which Class Members may object to, opt out from, or otherwise comment on the Settlement as set forth in this Agreement; (b) contain instructions on how to submit a Claim Form; (c) note the deadline for Settlement Class Members to submit Claim Forms; and (d) note the date, time, and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit C**.

7. OPT-OUT PROCEDURES

7.1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via U.S. Mail. Requests for Exclusion must be in writing and must identify the case name

Halliday, et al. v. Panda Restaurant Group, Inc., 24STCV12667 (Los Angeles Superior Court); state the name, address, and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Halliday, et al. v. Panda Restaurant Group, Inc.*, 24STCV12667 (Los Angeles County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or Judgment entered in the Action, (b) be entitled to relief under this Agreement, (c) gain any rights by virtue of this Agreement, or (d) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

7.2. If the total Requests for Exclusion exceed 30, either Party may declare that the Settlement Agreement is null and void per Section 9.

8. OBJECTION AND COMMENT PROCEDURES

8.1. Any Settlement Class Member may object or comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing.

8.1.1. Objections must be in writing and mailed to the Settlement Administrator.

8.1.2. All Objections must include the following: (a) the case name *Halliday, et al. v. Panda Restaurant Group, Inc.*, 24STCV12667 (Los Angeles County Superior Court); (b) the Settlement Class Member’s full name, current physical mailing address, and telephone number; (c) a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (d) the specific grounds for the objection; and (e) all documents or writings that the Settlement Class Member desires the Court to consider.

8.1.3. All written objections must be postmarked no later than the Objection Deadline.

8.1.4. Objections will not be filed with the Court.

8.1.5. The Settlement Administrator shall promptly forward any objection(s) it receives to Class Counsel and Panda's Counsel.

8.1.6. Notwithstanding the above, the Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak, including those Class Members who have not submitted an Objection.

8.1.7. Any Class Member who does not make their objection(s) in the manner and by the date set forth in this Section 8 shall be deemed to have waived any objections and shall be forever barred from raising such objections, unless they personally appear at the Final Approval hearing.

9. MODIFICATION OR TERMINATION OF THE AGREEMENT

9.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

9.2. In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.6.2, 3.7, 9.2, and 9.3 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

9.3. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date

does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

10. SERVICE PAYMENTS

10.1. Class Representatives may each seek a Service Payment, not to exceed Three Thousand Dollars and No Cents (\$3,000.00), to be awarded and approved by the Court and to be paid from the Settlement Fund.

10.2. The Settlement Administrator shall pay the Service Payments approved by the Court to the Class Representatives from the Settlement Fund. Such Service Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, within 30 Days after the Effective Date.

10.3. In the event the Court declines to approve, in whole or in part, the payment of Service Payments in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of a Service Payment shall constitute grounds for cancellation or termination of this Agreement.

10.4. The amount of Service Payment(s) to be applied for as set forth herein was negotiated independently from the other terms of the Settlement. The entire negotiation was supervised by Jill Sperber, Esq. as mediator. Further, the allowance or disallowance by the Court of an award of a Service Payment will be considered and determined by the Court separately from the Court's consideration and determination of the fairness, reasonableness, and adequacy of the Settlement.

11. FEE AND EXPENSE AWARD

11.1. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, a maximum amount of \$816,666.67, plus reimbursement of costs.

11.2. Class Counsel may file a motion for an award of the Fee and Expense Award to be paid from the Settlement Fund. The motion for the Fee and Expense Award shall be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9.

11.3. The Fee and Expense Award shall be paid by the Settlement Administrator, in the amount approved by the Court, 60 Days after the Effective Date.

11.4. There is no written joint Prosecution or fee splitting agreement between and among Class Counsel and other counsel for Plaintiffs. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award based on contributions from each firm. Panda shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

11.5. The amount of the Fee and Expense Award to be applied for by Class Counsel was negotiated independently from the other terms of the Settlement. The Parties negotiated the Fee and Expense Award to be sought by Class Counsel only after reaching an agreement upon the relief provided to the Settlement Class. The entire negotiation was supervised by Jill Sperber, Esq. as mediator.

11.6. The Settlement is not conditioned upon the Court's approval of the Fee and Expense Award or the Service Payments. In the event the Court declines to approve, in whole or in part, the Fee and Expense Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee and Expense Award shall constitute grounds for cancellation or termination of this Agreement.

12. JUDGMENT

12.1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant Final Approval of this Agreement and among other things

shall:

12.1.1. Decree that neither the Judgment nor this Agreement constitutes an admission by Panda of any liability or wrongdoing whatsoever;

12.1.2. Bar all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

12.1.3. Release each Released Party from any and all Released Claims;

12.1.4. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

12.1.5. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Panda and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

13. REPRESENTATIONS AND WARRANTIES

13.1. In addition to the representations and warranties set forth in Section 2 ("Recitals") of this Agreement, each signatory to this Agreement represents and warrants (a) that he, she, they, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

14. NO ADMISSION OF LIABILITY OR WRONGDOING

14.1. This Agreement, whether consummated or not, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

14.1.1. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

14.1.2. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

14.1.3. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

15. MISCELLANEOUS PROVISIONS

15.1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce either party to execute this Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the

Settlement Class.

15.2. Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

15.3. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

15.4. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original signatures and shall be binding.

15.5. Notices. Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Panda to Panda's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required herein shall be made in writing and communicated by mail and email to the following:

If to Plaintiffs or Class Counsel:	If to Panda or Panda's Counsel:
Daniel Srourian <i>daniel@slfla.com</i> SROURIAN LAW FIRM, P.C. 468 N. Camden Dr. Suite 200 Beverly Hills, CA 90210 Tel: (213) 474-3800 Fax: (213) 471-4160	Marcus McCutcheon <i>mmccutcheon@bakerlaw.com</i> BAKER & HOSTLETTER LLP 600 Anton Blvd. Suite 900 Costa Mesa, CA 92626 Tel: (714) 754-6600 Fax: (714) 754-6611

15.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

15.7. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

15.8. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

15.9. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

15.10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.11. Taxability. Panda does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement. Class Representatives and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that they have not relied upon any representation of Panda or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Class Representatives and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Panda's responsibility.

15.12. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the

Court.

15.13. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. The Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

15.14. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: _____

PANDA RESTAURANT GROUP, INC.

By: _____
Its:

DEFENDANT'S COUNSEL:

Dated: _____

BAKER & HOSTLETTER LLP

By: _____
Marcus McCutcheon

*Attorney for Defendant Panda
Restaurant Group, Inc.*

PLAINTIFFS:

Dated: _____

By: _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

Dated: _____

By: _____
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: _____

By: _____
Stephanie Sarfo

Dated: _____

By: _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: _____

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

Dated: _____

MILBERG COLEMAN BRYSON

By: _____
John Nelson

Dated: _____

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

Dated: _____

STRAUSS BORELLI

By: _____
Raina Borrelli

Dated: _____

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

Dated: _____

MARKOVITS STOCK DEMARCO

By: _____
John Deters

Dated: _____

**FINKELSTEIN BLANKINSHIP FREI-
PEARSON & GARBER, LLP**

By: _____
Todd Garber

Dated: _____

WUCETICH & KOROVILAS

By: _____
Jason Wucetich

Attorneys for Plaintiffs and the Putative Class

Court.

15.13. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. The Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

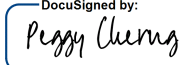
15.14. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: December 8, 2025

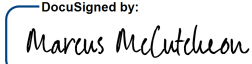
PANDA RESTAURANT GROUP, INC.

By: 
Peggy Cherng
Its: Co-Chair/Co-CEO

DEFENDANT'S COUNSEL:

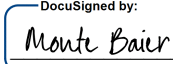
Dated: 12/8/2025 | 3:06 PM PST

BAKER & HOSTLETTER LLP

By: 
Marcus McCutcheon

*Attorney for Defendant Panda
Restaurant Group, Inc.*

Approved as to Form


Monte Bair
General Counsel

December 8, 2025

PLAINTIFFS:

Dated: 12/08/25 _____

By:  _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

Dated: _____

By: _____
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: _____

By: _____
Stephanie Sarfo

Dated: _____

By: _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS:

Dated: _____

By: _____
Victoria Ruggeri

Dated: 12/08/2025

By:  _____
Emily Flessas

Dated: _____

By: _____
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: _____

By: _____
Stephanie Sarfo

Dated: _____

By: _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS:

Dated: _____

By: _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

Dated: 05/12/2025

By: 
Steven Jackson (Dec 5, 2025 07:57:17 MST)

Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: _____

By: _____
Stephanie Sarfo

Dated: _____

By: _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS:

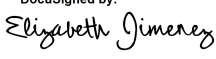
Dated: _____

By: _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

12/8/2025 | 8:59 AM PST
Dated: _____

By: _____
DocuSigned by:

6CBA8D936237487...
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

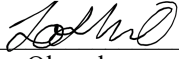
Dated: _____

By: _____
Stephanie Sarfo

Dated: _____

By: _____
Silas Davis

Dated: 12/8/2025 _____

By: _____

Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS:

Dated: _____

By: _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

Dated: _____

By: _____
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: Dec 5, 2025

By:  _____
Stephanie Sarfo (Dec 5, 2025 20:13:25 EST)
Stephanie Sarfo

Dated: _____

By: _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS:

Dated: _____

By: _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

Dated: _____

By: _____
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: _____

By: _____
Stephanie Sarfo

Dated: 12 / 04 / 2025

By:  _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: _____

By: _____
Marc-Antony Halliday

PLAINTIFFS:

Dated: _____

By: _____
Victoria Ruggeri

Dated: _____

By: _____
Emily Flessas

Dated: _____

By: _____
Steven Jackson

Dated: _____

By: _____
Elizabeth A. Jimenez

Dated: _____

By: _____
Stephanie Sarfo

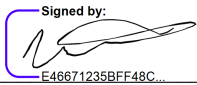
Dated: _____

By: _____
Silas Davis

Dated: _____

By: _____
Joshua Oluwalowo

Dated: 12/8/2025

By: _____

Signed by:
E46671235BFF48C...
Marc-Antony Halliday

PLAINTIFFS' COUNSEL:

Dated: 12/08/25

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

SROURIAN LAW FIRM, P.C.

By: 
Daniel Srourian

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

MILBERG COLEMAN BRYSON

By: _____
John Nelson

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

STRAUSS BORELLI

By: _____
Raina Borrelli

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

MARKOVITS STOCK DEMARCO

By: _____
John Deters

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: Dec 6, 2025

KOPELOWITZ OSTROW

By: *Ken Grunfeld*
Ken Grunfeld (Dec 6, 2025 20:07:44 EST)
Ken Grunfeld

Dated: _____

MILBERG COLEMAN BRYSON

By: _____
John Nelson

Dated: _____

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

Dated: _____

STRAUSS BORELLI

By: _____
Raina Borrelli

Dated: _____

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

Dated: _____

MARKOVITS STOCK DEMARCO

By: _____
John Deters

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: _____

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

Dated: 12/4/2025

MILBERG COLEMAN BRYSON

By:  _____
John Nelson

Dated: _____

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

Dated: _____

STRAUSS BORELLI

By: _____
Raina Borrelli

Dated: _____

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

Dated: _____

MARKOVITS STOCK DEMARCO

By: _____
John Deters

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: _____

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

Dated: _____

MILBERG COLEMAN BRYSON

By: _____
John Nelson

Dated: 12/5/25

LAUKAITIS LAW LLC

By: Kevin Laukaitis
Kevin Laukaitis

Dated: _____

STRAUSS BORELLI

By: _____
Raina Borrelli

Dated: _____

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

Dated: _____

MARKOVITS STOCK DEMARCO

By: _____
John Deters

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: _____

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

Dated: _____

MILBERG COLEMAN BRYSON

By: _____
John Nelson

Dated: _____

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

Dated: 12 / 08 / 2025

STRAUSS BORELLI

By: *Raina Borrelli*
Raina Borrelli

Dated: _____

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

Dated: _____

MARKOVITS STOCK DEMARCO

By: _____
John Deters

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: _____

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

Dated: _____

MILBERG COLEMAN BRYSON

By: _____
John Nelson

Dated: _____

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

Dated: _____

STRAUSS BORELLI

By: _____
Raina Borrelli

Dated: 12/8/2025 | 11:21 AM PST

CHESTNUT CAMBRONNE PA

By: _____
DocuSigned by:
Phil Krzeski
4E87353B5B7647E...
Phil Krzeski

Dated: _____

MARKOVITS STOCK DEMARCO

By: _____
John Deters

PLAINTIFFS' COUNSEL:

Dated: _____

SROURIAN LAW FIRM, P.C.

By: _____
Daniel Srourian

Dated: _____

KOPELOWITZ OSTROW

By: _____
Ken Grunfeld

Dated: _____

MILBERG COLEMAN BRYSON

By: _____
John Nelson

Dated: _____

LAUKAITIS LAW LLC

By: _____
Kevin Laukaitis

Dated: _____

STRAUSS BORELLI

By: _____
Raina Borrelli

Dated: _____

CHESTNUT CAMBRONNE PA

By: _____
Phil Krzeski

Dated: 12/05/2025

MARKOVITS STOCK DEMARCO

By: Jonathan Deters
John Deters

Dated: 12/8/2025

**FINKELSTEIN BLANKINSHIP FREI-
PEARSON & GARBER, LLP**

By: Todd Garber
Todd Garber

Dated: _____

WUCETICH & KOROVILAS

By: _____
Jason Wucetich

Attorneys for Plaintiffs and the Putative Class

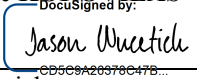
Dated: _____

**FINKELSTEIN BLANKINSHIP FREI-
PEARSON & GARBER, LLP**

By: _____
Todd Garber

Dated: 12/8/2025 _____

WUCETICH & KOROVILAS

By:  _____
Jason Wucetich

Attorneys for Plaintiffs and the Putative Class

EXHIBIT A

CLAIM FORM

Halliday, et al., v. Panda Restaurant Group, Inc.

Case No. 24STCV12667

Superior Court of State of California

County of Los Angeles

SUBMIT BY _____, 2026

ONLINE AT WWW._____.COM

OR MAIL TO:

Claims Administrator

ADDRESS

GENERAL CLAIM FORM INFORMATION

This Claim Form should be filled out online or submitted by mail if you received a notice of data security incident letter stating your personal information was potentially compromised in the Panda Restaurant Group, Inc. ("Panda") Data Security Incident that occurred on March 7, 2024 ("Settlement Class").

If you wish to submit a Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than Month Day, 2026.**

Monetary Compensation

You may submit claims for the Documented Loss Payment and the Pro Rata Cash Payment. If you are a California resident, you may also submit a statutory cash payment to California class members.

Documented Loss Payment A: Would you like to receive a cash payment under the Settlement? (circle one)

Yes

No

** The value of payments under this option will be increased or decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

Monetary Losses: I am submitting a claim for monetary losses in the amount of \$ _____ on account of out-of-pocket expenses and/or losses I incurred as a result of the Data Incident. I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting my claim. This can include receipts or other documentation that I have not "self-prepared." I understand that "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. I understand that the settlement

Para obtener información completa en español, visite www.-----.com

administrator may contact me for additional information before processing my claim. If I do not have information supporting my claim for expenses and/or losses, I likely will not receive compensation for this settlement benefit. **I understand that any monetary compensation I may receive under the settlement for this settlement benefit is capped at \$5,000.00 for expenses and/or losses.**

Please provide copies of any documentation supporting your claim. You may mark out (also known as redacting) any information that is not relevant to supporting your claim before sending in the documentation. The settlement administrator may contact you for additional information before processing your claim.

Description of the unreimbursed, out-of-pocket loss or expenses incurred, and the documents attached to support this claim:

Pro Rata Cash Payment: Would you like to receive an estimated **\$100** cash payment under the Settlement? (circle one)

Yes No

** The Parties estimate that payments under this option will be **\$100**. However, the value of payments under this option will be increased or decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

Please sign below indicating that you are submitting this Claim for Losses, and your representations of these losses are true and correct to the best of your knowledge and belief and are being made under penalty of perjury.

Signature_____

Date_____

Statutory Payment to California Class Members: If you are a California resident, would you like to receive an additional estimated **\$125.00** cash payment under the Settlement?

Yes No

Para obtener información completa en español, visite www.-----.com

** The Parties estimate that payments under this option will be \$125. However, the value of payments under this option will be increased or decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

Credit Monitoring

You may submit a claim for Credit Monitoring. This service includes two years of the following: (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft. If you are submitting a valid claim, please select one of the below two options:

Would you like to receive the Credit Monitoring made available under the Settlement? **(circle one)**

Yes

No

Claimant Information

Full Name of Class Member

Unique Identifier

(Can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator.)

Street/P.O. Box

City

State

Zip Code

Phone Number

Email Address

Signature

Para obtener información completa en español, visite www.-----.com

EXHIBIT B

*Halliday, et al.v. Panda Restaurant
Group, Inc.*
c/o Settlement Administrator
PO Box XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

**NOTICE OF CLASS ACTION
SETTLEMENT**

**If you were sent a notice of data
security incident letter from Panda
Restaurant Group, Inc., you are
entitled to submit a claim for
monetary compensation under a
class action settlement.**

www.-----.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

*Para obtener información complete
en español, visite www.-----.com*

WHO IS A CLASS MEMBER?

In *Halliday, et al. v. Panda Restaurant Group, Inc.*, No. 24STCV12667 (L.A. County Sup. Ct.), you are a class member if you were subject to, and previously received a Notice Letter notifying you of the Security Incident that Panda Restaurant Group, Inc. discovered in March 2024 (the “Settlement Class”).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, Defendant has agreed to pay \$2,450,000.00 into a non-reversionary Settlement Fund which will be distributed to Class Members who submit valid claims, after deducting the class counsel’s attorneys’ fees and expenses, and settlement administration notice and administration costs, if such award is approved by the Court. All Class Members may submit claims to receive Cash Payments either for (a) documented losses up to \$5,000; (b) *pro rata* cash payment of \$100; and (c) a statutory cash payment of \$125 if you are a California resident. Class Members who believe they suffered documented losses may recover up to \$5,000 (subject to *pro rata* adjustment) for the reimbursement of sufficiently documented expenses. Claims for both cash payment options will be *pro rata* adjusted up or down based on the remaining balance of the Settlement Fund after payments for settlement administration costs (estimated at \$225,381), credit monitoring services, and attorneys’ fees and expenses. In addition, Class Members may submit claims for two year, three bureau Credit Monitoring services. You must timely submit a valid Claim Form to receive compensation. Uncashed checks remaining 90 days after payments are distributed will be donated to the Children’s Hospital of Los Angeles. More information about the types of Claims and how to file them is available at the Settlement Website.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at www.-----.com (“Settlement Website”). Your Claim Form must be postmarked or submitted online no later than _____, 2026. **Claims Administrator** is the Settlement Administrator.

Opt Out. You may exclude yourself from the settlement and retain your ability to sue Defendants on your own by mailing a written request for exclusion to the Settlement Administrator that is post marked no later than _____, 2026. If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the released claims.

Object. If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than _____, 2026, and provide

the reasons for the objection. Please visit the Settlement Website for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing on _____, 2026 at [time]**. All persons who timely object to the settlement by _____, 2026 may appear at the Final Approval Hearing.

Who are the Class Representatives? Marc-Anthony Halliday, Victoria Ruggeri, Emily Flessas, Matthew Klepper, Steven Jackson, Elizabeth Jimenez, Stephanie Sarfo, Silas Davis, and Joshua Oluwalowo are the Plaintiffs and Class Representative in this lawsuit. They have remained engaged in representing the Class’s interests during this litigation and reviewed and approved the terms of the proposed Settlement.

Who are the attorneys for the Plaintiffs and the proposed Class? Class Counsel are Daniel Srourian of Srourian Law Firm, P.C., Kenneth Grunfeld of Kopelowitz Ostrow, P.C., John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and Jason Wucetich of Wucetich & Korovilas LLP.

Do I have any obligation to pay attorneys’ fees or expenses? No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. The attorneys’ fees will be in an amount not to exceed 1/3 of the \$2,450,000 Settlement Fund (*i.e.* no more than \$816,666.67), and expenses will be in an amount not to exceed \$30,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court.

When is the Final Approval Hearing? The final approval hearing, where the Court will determine if the settlement is fair, reasonable, and adequate, will be conducted on _____ 2026 at [time].

Who is the Judge overseeing this settlement? Honorable Theresa M. Traber, Judge for the Superior Court of the State of California, County of Los Angeles.

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim? www.-----.com.

*** Please note that if you wish to submit a claim for compensation for expenses and/or losses on the attached Claim Form, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment for such out-of-pocket losses. If you wish to receive just a Cash Payment, the attached tear off claim form should suffice. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed settlement.

BRM
Postage

Halliday, et al. v. Panda Restaurant Group, Inc.,
c/o Settlement Administrator
PO Box XXXX
(city, state, zip code)

< < B a r c o d e > > Para obtener información completa en español, visite www.-----.com

Class Member ID: <<Refnum>>

CLAIM FORM

Claims must be postmarked no later than [REDACTED], 202[REDACTED]. You may also submit a Claim Form online no later than [REDACTED], 202[REDACTED].

NAME: _____ EMAIL: _____

ADDRESS: _____

Monetary Compensation: All Class Members may submit claims for (a) documented losses; (b) pro rata cash payment; and (c) if a California resident, an additional cash payment. Class Members may seek reimbursement for documented losses up to \$5,000. If you wish to make a claim for expenses and/or losses, you must either do so by filing a claim online, or by printing the full claim form found on the settlement website and submitted via mail. This is because of the need to submit supporting documentation for this claim.

YOU MAY ONLY USE THIS CLAIM FORM FOR THE PRO RATA CASH AND CALIFORNIA STATUORY CASH PAYMENT.

Pro Rata Cash Payment of \$125: Would you like to receive a cash payment under the Settlement? (circle one) Yes No

If you are a Settlement Class Member, you may receive an estimated \$100 cash payment, which may be increased or decreased *pro rata* from funds remaining in the Settlement Fund after all claims are submitted.

California Statutory Cash Payment: If you are a California resident, would you like to receive a \$125.00 cash payment under the Settlement?

Yes No

Select from one of the following payment options:

*PayPal _____ *Venmo _____ *Zelle _____ *Virtual Prepaid Card _____ (requires an email address) Check _____

*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. _____ (signature)

EXHIBIT C

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Halliday, et al. v. Panda Restaurant Group, Inc.

No. 24STCV12667

A court has authorized this notice. This is not a solicitation from a lawyer.

**If You Were Subject to the Panda Restaurant Group, Inc. Data Security Incident and
Previously Received a Notice Letter Regarding the Data Security Incident, You Could be
Eligible for a Payment from a Class Action Settlement**

- You may be eligible to receive a payment from a proposed \$2,450,000.00 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a data security incident that occurred in or around March 2023 (the “Security Incident”) involving Panda Restaurant Group, Inc. (“Defendant”) in which an unauthorized third party may have gained access to Defendant’s files containing sensitive personal information, including full names, dates of birth, and Social Security numbers (“Personal Information”). Defendant denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a Notice of Data Breach letter of the Data Security Incident that occurred on March 7, 2024.
- Eligible claimants under the Settlement Agreement will be eligible for the following benefits:

- ❖ **Documented Loss Payment:** Reimbursement for documented losses up to **\$5,000.00** per person, with supporting documentation and reimbursement;

- ❖ **Pro Rata Cash Payment:** A Settlement Class Member may elect to receive an alternative cash payment of **\$100.00**; and

- ❖ **California Statutory Cash Payment:** A Settlement Class Member who resides in California may also receive an additional cash payment of **\$125.00**.

- ❖ These Cash Payments will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented expenses and/or losses, Service Awards, attorneys’ fees and expenses, and Notice and Administrative Expenses.

- ❖ **Credit Monitoring:** A Settlement Class Member may also elect to submit a claim for **two years** of Credit Monitoring, including (i) real time monitoring by all three credit bureaus, (ii) dark web scanning with immediate notifications, (iii) public records monitoring, (iv) identity theft insurance, and (v) access to fraud resolution agents to assist in the event of actual fraud or identity theft.

- For more information or to submit a claim visit **www.-----.com** or call **1-###-###-####** Monday through Saturday, between **8:30 a.m. and 5:00 p.m. E.T.**
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice**

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to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before [REDACTED], 2026
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before [REDACTED], 2026
Object to the Settlement and/or Attend the Final Approval Hearing	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on [REDACTED], 2024 about the fairness of the Settlement, with or without your own attorney.	Received on or Before [REDACTED], 2026
Do Nothing	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to class members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

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BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Theresa M. Traber, Judge in the Superior Court of California, County of Los Angeles, is overseeing this case captioned as *Halliday, et al. v. Panda Restaurant Group, Inc.*, No. 24STCV12667 (Los Angeles Superior Court). The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Marc-Anthony Halliday, Victoria Ruggieri, Emily Flessas, Matthew Klepper, Steven Jackson, Elizabeth Jimenez, Stephanie Sarfo, Silas Davis, and Joshua Oluwalowo (“Plaintiffs”). The entity being sued, Panda Restaurant Group, Inc., is the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant is responsible for the Security Incident and asserts claims such as negligence, breach of implied contract, unjust enrichment, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, and declaratory judgment and injunctive relief.

Defendant denies these claims and that it did anything wrong. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your Personal Information was accessed or potentially accessed in connection with the Security Incident, including if you were mailed a notification by or on behalf of Defendant

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regarding the Security Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) all persons who are employees, directors, officers, and agents of Defendant; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) Settlement Class Members who submit a valid request to be excluded from the Settlement.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

AB Data Settlement Administrator

address

address

www.-----.com

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$2,450,000.00: (a) documented losses of up to \$5,000; (b) pro rata cash payment of \$100; and (c) statutory cash payment to California Class Members of up to \$125. The cash payments are subject to adjustments as set forth below. Separate and apart from the Cash Payment benefits, Settlement Class Members may also make a Claim for three years of Credit Monitoring at Defendant's expense.

For purposes of calculating the amount of the increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. In the unexpected event the value of the Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement (estimated to be \$225,381.00) will also be paid out of the Qualified Settlement Fund.

Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the Settlement?

Settlement Class Members who submit a claim are eligible to receive each of the following:

Documented Loss Payment:

- a) Reimbursement of actual, documented, unreimbursed expenses and/or losses resulting from the Security Incident (up to \$5,000.00 in total), such as the following incurred on or after March 7, 2024:

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- any costs incurred from credit monitoring services or ordering copies of your credit report;
- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- late fees from transactions with third parties that were delayed due to fraud or card replacement;
- unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
- parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- costs incurred obtaining credit freezes;
- long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used);
- postage or gasoline for local travel; and,
- other expenses that are reasonably attributable to the Security Incident that were not reimbursed.

Pro Rata Cash Payment:

- a) A *pro rata* cash payment estimated to be \$100.00 but may be adjusted upward or downward *pro rata* based on how many other claims are made.

California Statutory Payment

- a) A California statutory payment estimated to be \$125.00 but may be adjusted upward or downward *pro rata* based on how many other claims are made.

For monetary relief claimed but not cashed by Settlement Class Members within 90 days following the distribution of payments, the Claims Administrator shall submit the total of all such uncashed monetary relief to the Children's Hospital of Los Angeles.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at www.-----.com or by calling 1-###-###-####. Claim Forms will also be sent to Settlement Class Members as part of the postcard notice and tear-off claim form that will be mailed to Settlement Class Members, as well as by email for Settlement Class Members for which email addresses are provided. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator, **Claims Administrator**, will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

Para obtener información completa en español, visite www.-----.com

11. When will I get my payment?

The Court will hold a Final Approval Hearing on _____, 2026 at _____.m. PT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Security Incident. This release is described in the Settlement Agreement, which is available at www.-----.com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Halliday, et al. v. Panda Restaurant Group, Inc.*, No. 24STCV12667 (Los Angeles County Superior Court). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by _____, 2026, to:

Panda Restaurant Group Settlement Administrator

Attn: Exclusion Request

address

address

Para obtener información completa en español, visite www.-----.com

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be filed with or submitted to the Clerk of the Court on or before the Objection Deadline: **[Month, Date], 2026**. The address for the Clerk of Court is **_____**.

Your objection must be written and must include all of the following: (i) the objector's full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Daniel Srourian of Srourian Law Firm, P.C., Kenneth Grunfeld of Kopelowitz Ostrow P.C., John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and Jason Wucetich of Wucetich & Korovilas LLP. Mr. Srourian may be contacted at daniel@slfla.com; Mr. Grunfeld may be contacted at grunfeld@kolawyers.com; Mr. Nelson may be contacted at jnelson@milberg.com; and Mr. Wucetich may be contacted at jason@wukolaw.com. If you want to be represented by your own lawyer, then you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to one-third of the Qualified Settlement Fund (\$816,666.67), plus reasonable litigation expenses not to exceed \$30,000.00.

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Defendant has not agreed to any award of attorneys' fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel and service awards will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and expenses for Class Counsel and any Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than [REDACTED], 2026 and their application for attorneys' fees, costs, and expenses will be filed no later than [REDACTED], 2026 and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] m. PT on [REDACTED], 202[REDACTED], at the Los Angeles County Superior Courthouse or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking www.-----.com or calling 1-###-###-####.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court no later than [REDACTED], 2026. See No. 16 for further details on the requirements for submitting an objection to the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue

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with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Security Incident, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.-----.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the Superior Court of California, County of Los Angeles. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

EXHIBIT D

1 JASON M. WUCETICH (STATE BAR NO. 222113)
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2 DIMITRIOS V. KOROVILAS (STATE BAR NO. 247230)
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4 El Segundo, CA 90245
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5 Facsimile: (310) 364-5201

6 *Counsel for Plaintiffs and The Proposed Class*

7
8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10 MARC-ANTHONY HALLIDAY, on behalf of)
11 all others similarly situated,)

12 Plaintiff,)

13 v.)

14 PANDA RESTAURANT GROUP, INC.,)

15 Defendant.)

Case No. 24STCV12667

[Assigned for all purposes to the Hon.
Theresa M. Traber , Department 1]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: October 20, 2025

Time: 10:30 a.m.

Dept. 01

Complaint Filed: May 16, 2024

Trial Date: None

1 The unopposed motion by Plaintiffs Marc-Antony Halliday, Victoria Ruggeri, Emily
2 Flessas, Steven Jackson, Elizabeth Jimenez, Stephanie Sarfo, Silas Davis, and Joshua Oluwalowo
3 (“Plaintiffs”), for preliminary approval of the parties’ proposed Class Action Settlement
4 Agreement and Release (the “Agreement”) came on for hearing before this Court on October 20,
5 2025 at 10:30 a.m. The Court, having considered all papers filed in connection with the motion,
6 all argument of counsel, and, good cause appearing, hereby ORDERS as follows;

7 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
8 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted
9 to the Court with the motion.

10 2. For purposes of the settlement and conditioned upon the settlement receiving final
11 approval following the final approval hearing, this Court hereby conditionally certifies the
12 Settlement Class, defined as: “All of the estimated 240,295 individuals, 81,216 of whom have
13 addresses in California according to Defendant’s records, whose Personally Identifying
14 Information may have been compromised in the Data Security Incident that is the subject of the
15 Notice of Security Breach that was sent to Plaintiffs and Class Members on or around April 30,
16 2024.”¹

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

25 4. For the purposes of settlement only, the Court finds and determines that the named

26 ¹ Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members
27 of their immediate families and their staff; (2) Panda and its subsidiaries, parent companies,
28 successors, predecessors, and any entity in which Panda, has a controlling interest; (3) natural
persons who properly execute and submit a Request for Exclusion prior to the expiration of the
Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

1 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing
2 their rights in the action and appoints them as Class representatives.

3 5. For purposes of settlement only, the Court appoints as Class Counsel Daniel
4 Srourian of Srourian Law Firm, P.C., Ken Grunfeld of Kopelowitz Ostrow, P.C., John Nelson of
5 Milberg Coleman Bryson Phillips, PLLC, and Jason Wucetich of Wucetich & Korovilas LLP.

6 6. A.B. Data, Inc. ("A.B. Data") is appointed as Claims Administrator. The Claims
7 Administrator shall abide by the terms and conditions of the Agreement that pertain to the Claims
8 Administrator.

9 7. The Final Approval Hearing Date shall be **April 20, 2026 at 10:30 a.m.** before
10 the Honorable Theresa M. Traber in Department 01, Superior Court of Los Angeles, located at
11 312 N. Spring Street, Los Angeles, California 90012, to consider: (a) the fairness, reasonableness
12 and adequacy of the proposed Agreement; (b) any objections made by Settlement Class Members
13 to the proposed Agreement; (c) whether the Agreement should be finally approved by this Court;
14 (d) Class Counsel's motion for attorneys' fees and costs; (e) the motion seeking a service award
15 for the Plaintiffs as Class Representatives; and (f) such other matters as this Court may deem
16 proper and necessary.

17 8. Class Counsel are to file and serve the Motion for Final Approval and Motion for
18 Fees, Costs, and Service Awards by March 26, 2026.

19 9. The proposed forms of Class Notice are attached to the Agreement as Exhibits A-
20 C are hereby approved for the purpose of notifying the members of the Settlement Class of the
21 proposed settlement, the Final Approval Hearing date, and the rights of the members of the
22 Settlement Class to exclude themselves or object to the settlement, and shall be sent to the
23 members of the Settlement Class substantially in the forms approved. Non-substantive
24 modifications may be made to the notices by mutual written consent of the parties without further
25 Court approval. The costs of giving Notice to the Settlement Class Members shall be deducted
26 from the common fund.

27 10. The Claims Administrator shall issue the Class Notice by mail within 30 days
28 after the entry of this Preliminary Approval Order.

11. The Long-Form Notice shall be posted on the Settlement Website created by the
Claims Administrator.

1 12. The Notice, as set forth in Exhibit B to the Agreement and to be issued in the
2 manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
3 under the circumstances, to apprise the members of the Class of the pendency of this action and
4 their right to participate in, object to, or exclude themselves from the settlement. This Court
5 further finds that the Notice, as set forth in Exhibit C to the Agreement, is sufficient notice of the
6 Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion for Fees,
7 Costs, and Service Award, and other matters set forth in the Agreement, and that the Notice set
8 forth in Exhibit C of the Agreement fully satisfies the California Rules of Court and due process
9 of law, to all persons entitled thereto.

10 13. Settlement Class Members who wish to exclude themselves from the Settlement
11 Class for purposes of this settlement may do so by submitting a Request for Exclusion to the
12 Claims Administrator that is postmarked no later than 30 days before the Final Approval Hearing.
13 The Request for Exclusion must comply with the exclusion procedures set forth in the
14 Agreement. Each Settlement Class Member desiring to exclude him or herself from the
15 Settlement Class shall timely submit written notice of such intent to the designated address set
16 forth in the Notice. The written request must clearly manifest the intent to be excluded from the
17 Settlement Class and must be signed by the Settlement Class Member.

18 14. Settlement Class Members who timely file a Request for Exclusion consistent
19 with these procedures may not file an objection to the settlement and shall be deemed to have
20 waived any rights or benefits under this settlement. Settlement Class Members who fail to submit
21 a valid and timely Request for Exclusion shall be bound by all terms of the Agreement and the
22 Final Judgment.

23 15. Settlement Class Members who has not timely filed a Request for Exclusion may
24 object to the granting of final approval to the settlement. Settlement Class Members may object
25 on their own or may do so through separate counsel at their own expense.

26 16. Any written objection to the settlement must be in writing and mailed to the
27 Settlement Administrator. All Objections must include the following: (a) the case name *Halliday,*
28 *et al. v. Panda Restaurant Group, Inc.*, 24STCV12667 (Los Angeles County Superior Court);
(b) the Settlement Class Member's full name, current physical mailing address, and telephone
number; (c) a statement indicating whether the objection applies only to the objector, a subset of

1 the Settlement Class, or the entire Settlement Class, (d) the specific grounds for the objection;
2 and (e) all documents or writings that the Settlement Class Member desires the Court to consider.
3 All written objections must be postmarked no later than the Objection Deadline. Objections will
4 not be filed with the Court. The Settlement Administrator shall promptly forward any
5 objection(s) it receives to Class Counsel and Panda's Counsel. Notwithstanding the above, the
6 Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak,
7 including those Class Members who have not submitted an Objection. Any Class Member who
8 does not make their objection(s) in the manner and by the date set forth herein shall be deemed
9 to have waived any objections and shall be forever barred from raising such objections, unless
they personally appear at the final approval hearing.

10 17. Settlement Class Members who have not timely filed a Request for Exclusion may
11 object to the granting of final approval to the settlement by appearing at the Final Approval
12 Hearing and voicing their objection orally.

13 18. All pretrial proceedings in this action are stayed and suspended until further order
14 of this Court, except such actions as may be necessary to implement the Agreement and this
15 Preliminary Approval Order.

16 19. In the event that the Agreement is terminated pursuant to its terms, disapproved
17 by any court (including any appellate court), and/or not consummated for any reason, or the
18 Effective Date for any reason does not occur, the order certifying the Settlement Class for
19 purposes of effectuating the settlement, and all preliminary and/or final findings regarding that
20 class certification order, shall be automatically vacated upon notice of the same to the Court, the
21 action shall proceed as though the Settlement Class had never been certified pursuant to this
22 Preliminary Approval Order and such findings had never been made, and the action shall return
23 to the procedural posture on the day before the Agreement was executed, in accordance with this
paragraph.

24 20. For the benefit of the Class and to protect this Court's jurisdiction, this Court
25 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof
26 in accordance with the settlement preliminarily approved herein and the related orders of this
Court.

27 21. The parties are directed to carry out their obligations under the Agreement.
28

22. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties or their counsel within 7 days of receipt.

23. Further litigation in this action shall be stayed pending final approval of the settlement.

Summary of Applicable Dates

Final Approval Hearing Date	April 20, 2026 at 10:30 a.m.
Deadline to File Motion for Final Approval	March 26, 2026
Deadline to Send Notice to the Class	As soon as practicable, but no later than 30 days after entry of this Preliminary Approval Order.
Claims Deadline	10 days prior to Final Approval Hearing Date.
Objection Deadline	30 days prior to Final Approval Hearing Date.
Opt-Out Deadline	30 days prior to Final Approval Hearing Date.

IT IS SO ORDERED.

Dated: _____

Hon. Theresa M. Traber
Los Angeles Superior Court