

1 JASON M. WUCETICH (STATE BAR NO. 222113)
jason@wukolaw.com
2 DIMITRIOS V. KOROVILAS (STATE BAR NO. 247230)
dimitri@wukolaw.com
3 WUCETICH & KOROVILAS LLP
222 N. Pacific Coast Hwy., Suite 2000
4 El Segundo, CA 90245
Telephone: (310) 335-2001
5 Facsimile: (310) 364-5201

FILED
Superior Court of California
County of Los Angeles
01/06/2026

David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

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-ANTONY HALLIDAY, on behalf of) Case No. 24STCV12667
11 all others similarly situated,) [Assigned for all purposes to the Hon.
12 Plaintiff,) Theresa M. Traber, Department 1]
13 v.) **[PROPOSED] ORDER GRANTING**
14 PANDA RESTAURANT GROUP, INC.,) **MOTION FOR PRELIMINARY**
15) **APPROVAL OF CLASS ACTION**
16 Defendant.) **SETTLEMENT**

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

1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the motion. The Agreement is Exhibit 1 to the Supplemental Declaration of Daniel Srouria filed on 12/8/25.

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

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

4. For the purposes of settlement only, the Court finds and determines that the named Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing

¹ Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Panda and its subsidiaries, parent companies, 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 their rights in the action and appoints them as Class representatives.

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

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

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

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

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

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

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

30 12. The Notice, as set forth in Exhibit B to the Agreement and to be issued in the

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

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

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

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

25 16. Any written objection to the settlement must be in writing and mailed to the
26 Settlement Administrator. All Objections must include the following: (a) the case name *Halliday,*
27 *et al. v. Panda Restaurant Group, Inc.*, 24STCV12667 (Los Angeles County Superior Court); (b)
28 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

1 (e) all documents or writings that the Settlement Class Member desires the Court to consider. All
2 written objections must be postmarked no later than the Objection Deadline. Objections will not
3 be filed with the Court. The Settlement Administrator shall promptly forward any objection(s) it
4 receives to Class Counsel and Panda's Counsel. Notwithstanding the above, the Court will hear
5 from any Class Member who attends the Final Fairness Hearing and asks to speak, including
6 those Class Members who have not submitted an Objection. Any Class Member who does not
7 make their objection(s) in the manner and by the date set forth herein shall be deemed to have
8 waived any objections and shall be forever barred from raising such objections, unless they
9 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 by
17 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 to
23 the procedural posture on the day before the Agreement was executed, in accordance with this
24 paragraph.

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

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

30 22. Class Counsel shall serve a copy of this Preliminary Approval Order on all named

1 parties or their counsel within 7 days of receipt.

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

4

5 **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.

16 **IT IS SO ORDERED.**

17
18
19 Dated: 01/06/2026



20
21
22
23
24
25
26
27
28
Hon. Theresa M. Traber
Los Angeles Superior Court

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 468 N. Camden Dr., Suite 200, .

On the below-indicated date, I served the following document:

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

on the interested parties in said action by placing a true and correct copy and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

BY EMAIL: Pursuant to California Code of Civil Procedure 1010.6, I caused a copy of the document(s) to be served by electronic transmission to the recipient's email addresses listed on the Service List from my email address daniel@slfla.com. This email was confirmed by me to be the appropriate email address for counsel. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: 12/31/25
At Los Angeles, California



DANIEL SROURIAN

1

2

3

4 **SERVICE LIST**

5

6

Counsel	Representing
<p>Marcus McCutcheon BAKER & HOSTLETLER LLP 600 Anton Blvd. Suite 900 Costa Mesa, CA 92626 (714) 754-6600</p> <p>mmccutcheon@bakerlaw.co m</p>	<p><i>Attorney for All Defendants</i></p>

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28