

**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 Subjected 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 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; and
 - ❖ **California Statutory Cash Payment:** A Settlement Class Member who resides in California may also receive an additional cash payment of \$125.
 - ❖ **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.PRGBreachSettlement.com** or call 1-866-302-7373 Monday through Friday, between 8:00 a.m. and 5:00 p.m. CT.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice**

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 April 10, 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 March 23, 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 April 20, 2026 about the fairness of the Settlement, with or without your own attorney.	Received on or Before March 23, 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 Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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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, 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 are 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 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 1-866-302-7373 with questions. You may also write with questions to:

PRG Breach Settlement
c/o Settlement Administrator
P.O. Box 173073
Milwaukee, WI 53217
Website: www.PRGBreachSettlement.com
Email: info@PRGBreachSettlement.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 Settlement 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

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the Security Incident (up to \$5,000 in total), such as the following incurred on or after March 7, 2024:

- 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 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 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 ninety (90) days following the distribution of payments, the Settlement 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.PRGBreachSettlement.com** or by calling 1-866-302-7373. 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 to 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 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.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on **April 20, 2026, at 10:30 a.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.PRGBreachSettlement.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, you may either submit the Settlement exclusion (opt-out) form available on the website, or send a letter that says you want to be excluded from or opted-out of 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 **March 23, 2026**, to:

PRG Breach Settlement Administrator

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

Attn: Exclusion Request
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

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: **March 23, 2026**. The address for the Clerk of Court is:

**Superior Court of California, County of Los Angeles
Spring Street Courthouse
312 North Spring Street
Los Angeles, CA 90012**

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. 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 March 26, 2026 and their application for attorneys' fees, costs, and expenses will be filed no later than March 26, 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 10:30 a.m. PT on **April 20, 2026**, 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.PRGBreachSettlement.com or calling 1-866-302-7373.

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 March 23, 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 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.PRGBreachSettlement.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-866-302-7373.

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.