

# **EXHIBIT A**

## **CLASS ACTION SETTLEMENT AGREEMENT**

### **I. SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between plaintiffs Aaron Aseltine, Mahasin Ahmad, and Lisa Ladonski (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class, as further defined herein, on the one hand, and defendants Panera Bread Company and Panera, LLC (collectively “Panera” or “Defendant”), on the other hand (collectively, Plaintiffs, the Settlement Class, and Panera are the “Parties”). As provided herein, Class Counsel and the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Circuit Court of St. Louis County, Missouri (the “Court”) of a Final Approval Order and Final Judgment, all claims of the Settlement Class against Panera pending in the following actions shall be settled and compromised upon the terms and conditions set forth herein. The actions that will be dismissed upon Final Approval are the following:

- *Aaron Aseltine v. Panera, LLC*, No. RG21098794, pending in the Superior Court of California, Alameda County;
- *Mahasin Ahmad v. Panera Bread Company*, No. No. 21SL-CC00593, pending in the Circuit Court of St. Louis County, Missouri;
- *Lisa Ladonski v. Panera, LLC*, No. 1:23-cv-01101, pending in the United States District Court for the Northern District of Illinois.

### **II. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

- A. “Action” means collectively the claims asserted in *Aaron Aseltine v. Panera, LLC*, No. RG21098794, pending in the Superior Court of California, Alameda County; *Mahasin Ahmad*

*v. Panera Bread Company*, No. 21SL-CC00593, pending in the Circuit Court of St. Louis County, Missouri; and *Lisa Ladonski v. Panera, LLC*, No. 1:23-cv-01101, pending in the United States District Court for the Northern District of Illinois, which Plaintiffs will seek to combine into a single action pursuant to the terms of this Agreement.

B. "Attorneys' Fees" means the amount of attorneys' fees awarded by the Court to Class Counsel, upon petition by Class Counsel to the Court.

C. "Cash Settlement Fund" means a fund that will be used to pay Settlement Costs, Attorneys' Fees, and all Cash Settlement Awards (as defined herein). The Cash Settlement Fund will not exceed Two Million Dollars (\$2,000,000 USD).

D. "Panera" or "Defendant" means Panera Bread Company and Panera, LLC and all of their parent, affiliate, and subsidiary companies.

E. "Court" means the Circuit Court of St. Louis County, Missouri before which a Consolidated Complaint will be filed for purposes of this Agreement.

F. "Class Counsel" means Kaliei Gold PLLC, Consumer Protection Legal, LLC, and Shamis & Gentile, P.A.

G. "Class Period" means the time frame of October 1, 2020 to August 31, 2021, during which Class Members purchased delivery food items from the Panera App or the Panera Website.

H. "Claim(s)" or "Claim Form(s)" means the claim form submitted by a Settlement Class Member to receive a Settlement Award pursuant to Section IV. E. The Parties will agree on the form of the Claim Form.

I. "Claim Period" means the time period of one hundred fifty (150) days after the Notice Commencement Date in which Settlement Class Members may submit a Claim Form.

J. "Claims Process" means the process for Settlement Class Members to submit Claims, as described in Section IV. E.

K. "Class Notice" means all types of notice that will be provided to the Settlement Class, as described in Section V of the Agreement, which includes Electronic Mail Notice and the Long Form Notice posted on the Settlement Website. The Parties will agree on the forms of Class Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the Settlement.

L. "Class Action Settlement Administrator" means the third-party agent or administrator agreed to by the Parties and appointed by the Court.

M. "Effective Date" means the 5th day after which all of the following events have occurred:

- a. The Court has entered without material change the Final Approval Order and Final Judgment; and
- b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

N. "Electronic Mail Notice" refers to the notice that the Class Action Settlement Administrator shall provide to Settlement Class Members for whom Defendant can locate an email

address in its business records. The Parties will agree on the form of Electronic Mail Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of this Agreement.

O. "Escrow Account" means the non-interest-bearing account to be established by the Class Action Settlement Administrator consistent with the terms and conditions described in this Agreement and into which Defendant will deposit the Cash Settlement Fund, as defined herein.

P. "Fairness Hearing" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate.

Q. "Final Approval" means the date the Court finally approves this Agreement and the Settlement set forth herein, and enters the Final Approval Order.

R. "Final Approval Order" means the order and judgment that the Court enters upon finally approving this Agreement in connection with the Fairness Hearing. The Parties will agree on the form of a Final Approval Order, which will be submitted to the Court as a proposed order.

S. "Long Form Notice" means notice of the proposed Settlement to be available to Settlement Class Members on the Settlement Website. The Parties will agree on the form of the Long Form Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement.

T. "Net Cash Settlement Fund" means the Cash Settlement Fund less Settlement Costs and Attorneys' Fees, which will be available to Settlement Class Members for Cash Settlement Awards.

U. "Notice Commencement Date" means the date on which the notices described in Section V of the Agreement are first issued, which shall be no later than thirty (30) calendar days following entry of Preliminary Approval.

V. "Objection/Exclusion Deadline" means the date sixty (60) calendar days after the Notice Commencement Date.

W. "Panera App" means Panera's mobile application.

X. "Panera Website" means [www.panerabread.com](http://www.panerabread.com).

Y. "Parties" mean the Class Representatives, the Settlement Class, and Defendant.

Z. "Preliminary Approval" means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement, and enters the Preliminary Approval Order.

AA. "Preliminary Approval Order" means the order the Court enters conditionally certifying the class for settlement purposes only and preliminarily approving this Agreement. The Parties will agree on the form of a Preliminary Approval Order to be submitted to the Court with Plaintiffs' motion for preliminary approval of this Agreement.

BB. "Released Claims" means all claims to be released pursuant to Section IV. C. of this Agreement.

CC. "Settlement Award" means either: (1) an electronic payment via PayPal, Venmo, or other electronic means to a Settlement Class Member (the "Cash Settlement Award"); or (2) electronic voucher(s) sent to a Settlement Class Member (the "Soups & Mac Vouchers Settlement Award").

DD. "Settlement Class" means all persons who made a food delivery order through the Panera App or the Panera Website during the Class Period.

EE. "Settlement Class Member" means any member of the Settlement Class.

FF. "Settlement Costs" means (a) any award of costs to Class Counsel approved by the Court; (b) any and all service awards to each Class Representative approved by the Court ("Service

Awards”); (c) costs of the Class Action Settlement Administrator for (i) providing notice to persons in the Settlement Class (including, but not limited to electronic mail or website notice and any additional notice that might be ordered by the Court) and notice as required under the Class Action Fairness Act, (ii) administering the Settlement, including, but not limited to, the cost of providing Settlement Awards, Claim Forms, and the cost of processing Claim Forms, and (iii) the fees, expenses and all other costs of the Class Action Settlement Administrator (“Administration Costs”); and (d) any other ancillary costs incurred by the Class Action Settlement Administrator and/or Defendant related, in any way, to the Settlement, though Defendant may not bill or recoup from the Class Action Settlement Administrator any of its costs in (1) creating a list with contact information of Settlement Class members or (2) creating, validating, or accepting Soups & Mac Vouchers Settlement Awards. The Settlement Costs will come entirely from the Cash Settlement Fund. In no event will Defendant pay more than the amount remitted to the Cash Settlement Fund (other than the Soups & Mac Vouchers Settlement Awards addressed herein) to cover any costs and Attorneys’ Fees associated with the Settlement.

GG. “Settlement Website” means the website to be established by the Class Action Settlement Administrator for purpose of providing notice, Claim Forms, the electronic submission of Claim Forms, and other information regarding this Agreement, as described in Section V. C.

### **III. LITIGATION BACKGROUND**

A. Plaintiffs allege that they purchased food products for delivery through Defendant’s Panera App and/or Panera Website during the Class Period. Plaintiffs further allege that Defendant’s representations regarding its delivery fees and menu prices for its delivery orders on the Panera App and/or Panera Website during the Class Period were false or misleading.

B. Plaintiff Aseltine filed *Aaron Aseltine v. Panera, LLC*, No. RG21098794 in the Superior Court of California, Alameda County on May 6, 2021 on behalf of all California

consumers who purchased food for delivery from Panera on either the Panera App or the Panera Website within the applicable limitations period and alleged violations of California's consumer protection statutes. The Court sustained a demurrer with leave to amend on May 18, 2022. Plaintiff filed an Amended Complaint on June 9, 2022.

C. Plaintiff Ahmad filed *Ahmad v. Panera Bread Company*, No. 21SL-CC00593 in the Circuit Court of St. Louis County, Missouri on February 8, 2021, alleging similar claims on behalf of a class of California consumers.

D. Plaintiff Ladonski filed *Ladonski v. Panera, LLC*, No. 1:23-cv-01101 in the United States District Court for the Northern District of Illinois on February 22, 2023, alleging similar claims on behalf of a class of Illinois consumers.

E. All Plaintiffs seek monetary damages, restitution, injunctive relief, and declaratory relief.

F. The Parties have actively litigated these actions.

G. For settlement purposes, the Parties have agreed that Plaintiffs will file an amended complaint in the Circuit Court for St. Louis County, Missouri contemporaneously with a motion for preliminary approval of this Agreement, adding all of the Class Representatives as plaintiffs to the *Ahmad v. Panera Bread Company* matter, thereby constituting the Action, and redefining the class definition to be consistent with the Settlement Class described herein.

H. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that there were no

misrepresentations regarding its delivery services or delivery food pricing and that its practices were not false, deceptive or misleading as a matter of law.

I. Counsel for the Parties engaged in a full-day mediation before the Honorable Margaret Morrow (Ret.) of Judicate West on May 25, 2023, and participated in continued discussions thereafter before finally resolving these matters. The result was a Settlement of the Action in its entirety, culminating with this Agreement. Based on the current state of the law, the expense, burden, and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of the Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

J. Prior to mediation and for several months throughout the settlement negotiations, the Parties engaged in formal discovery in the *Ahmad* and *Aseltine* actions, informal discovery in *Ladonski*, and Defendant provided voluminous information regarding Defendant's policies, practices, and procedures related to the marketing and pricing of delivery orders during the Class Period. Information provided included, but was not limited to the nature, timing, and implementation of Defendant's advertisements, marketing materials, and disclosures on the Panera App and the Panera Website regarding delivery fees, service fees, and menu prices; Panera's Terms of Use and Terms & Conditions for the Panera App and the Panera Website; the approximate number of customers who purchased food for delivery on the Panera App and the Panera Website at issue in the Action; and the approximate fees and prices charged customers who purchased food for delivery on the Panera App and the Panera Website at issue in the Action. As a result of

Defendant's production of documents and data and the lengthy negotiation period, Class Counsel was able to thoroughly review, vet, and assess the claims of the Settlement Class Members and Defendant's defenses to said claims prior to reaching this Agreement.

K. Defendant and Defendant's counsel recognize the expense, burdens, and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent defending the Action has and will further detract from resources that may be used to run Defendant's business. Although Defendant denies any wrongdoing or liability arising out of any of the facts alleged in the Action and believes that it has meritorious defenses to Plaintiffs' claims, it settles the claims raised in the Action for these reasons and these reasons only. This Agreement and all related documents shall not be construed as any admission or concession by Panera, or any of the Released Parties (defined below) of any fault, liability, wrongdoing, or damages whatsoever.

L. Based on the foregoing, which the Parties expressly incorporate as material terms of this Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action (and each of the individual actions which comprise the Action) which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the claims as set forth in Section IV. C.

#### **IV. TERMS OF SETTLEMENT**

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Conditional Certification of Settlement Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional

certification of the Settlement Class. The Parties have agreed to define the Settlement Class as follows:

All persons who placed an order for delivery on the Panera App and/or the Panera Website between October 1, 2020 and August 31, 2021.

This certification for settlement purposes only is conditional on the Court's final approval of this Agreement. In the event the Court does not approve all terms of this Agreement and enter the Final Approval Order, or if this Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

**B. Effect of Court's Denial of Preliminary or Final Approval of this Agreement**

There is no settlement if the Court does not preliminarily approve this Agreement or finally approve this Agreement in substantially the same form as set forth herein, or if this Agreement or the judgment approving this Agreement is appealed and not approved on appeal in substantially the same form as set forth herein. In such event, (a) this Agreement is terminated and is of no force and effect and no party shall be bound by any of its terms; (b) to the extent applicable, any preliminary order approving this Agreement, certifying the Settlement Class, approving the notice

forms or notice program, and proving notice to the class shall be vacated; (c) this Agreement and all of its provisions and all negotiations, statements, and proceedings related to this Agreement shall be without prejudice to the rights of any of the Parties; (d) each of the Parties shall be restored to their respective positions as of the date this Agreement was fully executed; and (e) neither this Agreement nor any of its provisions or the fact that this Agreement has been made shall be admissible in the Action or in any other action for any purpose whatsoever.

C. Releases Upon Final Judgment.

1. Release of Panera. Upon Final Judgment, and except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Panera and all its present and former parent companies, affiliates, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, personal representatives, heirs and assigns, retailers, suppliers, franchisees, licensees, independent contractors, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis

of, connected with, arising from, or in any way whatsoever relating to Panera's advertising, marketing or promotion related to Panera delivery and fees, charges and costs for, or associated with, delivery orders through the Panera App or Panera Website during the Class Period including, without in any way limiting the foregoing, the claims alleged in each complaint filed in the Action, arising from, directly or indirectly, communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, marketing, labeling, advertising, promotion, packaging, displays, brochures, studies, manufacture, distribution, operation, performance, functionality, notification, providing, offering, dissemination, replacement, any claims for rescission, restitution or unjust enrichment for all damages of any kind, violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes, any violation of the Uniform Commercial Code, any breaches of express, implied and/or any other warranties, any similar federal, state or local statutes, codes, damages, costs, expenses, extracontractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs against the Released Parties pertaining to or relating to the claims alleged in the Action, notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein (the "Released Claims"). A Settlement Class Member who fails to timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of this Agreement, including the release of the Released Claims.

The Class Representatives acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein, and agree that this Agreement shall remain effective in all respects notwithstanding the discovery of such different, additional, or unknown facts. The Class Representatives hereby expressly waive any rights they may have under any state or consumer law related to undiscovered claims, including under California Civil Code Section 1542, which section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

2. Release of Class Representatives and Class Counsel. Upon the Final Judgment, and except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Defendant shall fully release and discharge Class Representatives and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had or now has against Class Representatives and Class Counsel in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, concerning the institution or prosecution of the Action.

D. Consolidated Complaint. Before the Parties seek Preliminary Approval, Plaintiffs will file a consolidated amended complaint in the Circuit Court of St. Louis County, Missouri that adds the claims asserted in the *Aseltine* and *Ladonski* actions. Plaintiffs will seek a stay of the proceedings in the *Aseltine* and *Ladonski* actions (the “Stayed Actions”). Defendant consents to the consolidation for the purposes of settlement only and does not otherwise believe that the claims asserted should be consolidated. If this Agreement is not finally approved by the Court, the Parties agree that Plaintiffs will withdraw the consolidated amended complaint in *Ahmad*, and Plaintiffs will move to lift the stay of proceedings in the Stayed Actions and proceed in with litigation in the separate class actions.

E. Claim Process. Settlement Class Members must timely submit a valid Claim Form to the Class Action Settlement Administrator by mail or via a web form on the Settlement Website during the Claim Period in order to be entitled to a Settlement Award. Settlement Class Members may select on the Claim Form to either receive (1) a Cash Settlement Award from the Cash Settlement Fund or (2) a Soups & Mac Vouchers Settlement Award. Only one Claim Form is permitted per person regardless of the number of orders placed by that person during the Class Period, and duplicate or multiple Claims Forms will not be considered valid. Settlement Class Members who elect to receive a Cash Settlement Award and submit a valid Claim Form shall receive a cash payment up to \$12. The Cash Settlement Fund will be distributed in accordance with the terms in Section IV. F. Settlement Class Members who elect to receive a Soups & Mac Vouchers Settlement Award and submit a valid Claim Form shall receive up to two (2) vouchers for one free item from Panera’s “Soups & Mac” menu. No additional purchase shall be necessary to use the Soups & Mac Vouchers Settlement Award. Soups & Mac Vouchers Settlement Awards will be delivered at the direction of the Class Action Settlement Administrator to Settlement Class

Members who file a valid Claim Form and elect to receive a Soups & Mac Vouchers Settlement Award via the email address for that Settlement Class Member. Cash Settlement Awards to Settlement Class Members who elect to receive a Cash Settlement Award and submit a valid Claim Form will be paid within sixty (60) days of the Effective Date, by electronic payment. Soups & Mac Vouchers Settlement Awards to Settlement Class Members who elect to receive a Soups & Mac Vouchers Settlement Award and submit a valid Claim Form will be transmitted by email within sixty (60) days of the Effective Date.

F. Compensation to the Settlement Class of Cash Settlement Awards From the Cash Settlement Fund.

1. Cash Settlement Fund. Defendant shall establish a Cash Settlement Fund of Two Million Dollars (\$2,000,000 USD). Defendant shall pay the Cash Settlement Fund on the following schedule and subject to the following provisions:

- a. Within fourteen (14) calendar days of Preliminary Approval, Defendant shall pay \$300,000 into the Escrow Account established by the Class Action Settlement Administrator ("Initial Fund Payment"). The Initial Fund Payment shall be used to pay the initial Administration Costs accrued by the Class Action Settlement Administrator through Final Approval.
- b. Within fourteen (14) calendar days of the Effective Date, Defendant shall pay the remaining \$1,700,000 into the Escrow Account ("Final Fund Payment").
- c. The Initial and Final Fund Payments, together, will cover all other Settlements Costs, any Attorneys' Fees, all Service Awards, all Cash Settlement Awards to Settlement Class Members who elect to receive a

Cash Settlement Award as opposed to a Soups & Mac Vouchers Settlement Award, and any *cy pres* award to a food scarcity charity. Subject to Court approval and oversight, the Escrow Account shall be a non-interest-bearing account mutually agreed to by the Parties and controlled by the Class Action Settlement Administrator. In no event shall Defendant be responsible for any payment other than the total Settlement Cash Fund of \$2,000,000 and the vouchers issued in accordance with the terms of this Agreement.

- d. All funds held by the Class Action Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement. All funds held by the Class Action Settlement Administrator shall be deemed a “qualified settlement fund” within the meaning of the United States Treasury Reg. § 1.46B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes and any interest or penalties relating to them) arising with respect to the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant’s counsel, Plaintiffs and/or Class Counsel with respect to the Escrow Account for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Escrow Account. Defendant and Defendant’s Counsel and Plaintiffs and Plaintiffs’ Counsel shall have no liability or responsibility for any of the Taxes and make no representations as to the taxability of any

portions of the Cash Settlement Awards to any Settlement Class Member, including Plaintiffs. The Escrow Account shall indemnify and hold Defendant and Defendant's counsel and Plaintiffs and Plaintiffs' Counsel harmless for any Taxes (including, without limitation, Taxes payable by reason of any such indemnification). The Class Action Settlement Administrator shall prepare, send, file, and furnish all tax information reporting forms as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations, including Form 1099s. The Parties agree to cooperate with the Class Action Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. The Class Action Settlement Administrator is responsible for payment of all taxes and interest in the Cash Settlement Fund.

2. Distribution of Net Cash Settlement Fund. The Net Cash Settlement Fund is the Cash Settlement Fund less the amount of all Settlement Costs and Attorneys' Fees, and in no event will Defendant be obligated to pay in cash more than the Cash Settlement Fund. At the expiration of the Claims Period, Settlement Class Members who elected to receive a Cash Settlement Award and submitted a valid Claim Form shall receive a cash payment up to \$12 within sixty (60) days of the Effective Date. Only one Claim Form is permitted per person regardless of the number of orders placed by that person during the Class Period, and duplicate or multiple Claims Forms will not be considered valid. If there are not sufficient funds in the Net Cash Settlement Fund to award each Settlement Class Member \$12, the Net Cash Settlement Fund shall be distributed on a pro rata basis to those class members electing a Cash Settlement Award. If

funds still remain in the Net Cash Settlement Fund after all payments to Settlement Class Members, then any excess funds will be distributed to a food scarcity charity selected by Panera (subject to approval by the Court).

G. Compensation to the Settlement Class through Soups & Mac Vouchers Settlement Awards.

1. Soups & Mac Vouchers Settlement Award. Settlement Class Members who elect to receive a Soups & Mac Vouchers Settlement Award and submit a valid Claim Form shall receive up to two (2) vouchers within sixty (60) days of the Effective Date for one free item from Panera's "Soups & Mac" menu, valued for purposes of calculating settlement caps at \$19 per claimant (or \$9.50 per voucher) for the two vouchers. Only one Claim Form is permitted per person regardless of the number of orders placed by that person during the Class Period, and duplicate or multiple Claims Forms will not be considered valid. No additional purchase shall be necessary to use the Soups & Mac Vouchers Settlement Award. If it is not possible to issue two (2) vouchers for one free item from Panera's "Soups & Mac" menu to all class members who seek a Soups & Mac Vouchers Settlement Award within the Redemption Limit discussed *infra*, the balance of the Soups & Mac Vouchers Settlement Awards issued to class members seeking Soups & Mac Vouchers Settlement Awards will be adjusted with all persons claiming vouchers receiving at least one voucher if possible (up to a \$2,000,000 retail value), and with the earliest-filed Voucher claimants receiving a second voucher until a second voucher is no longer available.

2. Redemption Limit. The total Soups & Mac Vouchers Settlement Awards issued to Settlement Class Members shall not exceed Two Million Dollars (\$2,000,000 USD) in retail value. Defendant shall have no obligation to honor any Claims made by Settlement Class Members once Defendant has issued Two Million Dollars (\$2,000,000 USD) in retail value worth

of Soup & Mac Vouchers Settlement Awards in the aggregate to the Settlement Class Members who elect to receive Soup & Mac Vouchers Settlement Awards. The Parties have agreed that the \$2,000,000 limit will be calculated using the a retail value of each Soups & Mac Voucher of \$9.50. Thus, no more than 210,526 total Soups & Mac Vouchers are required to be issued to Settlement Class Members under this Agreement.

H. Final Tally of Claims. Within fourteen (14) calendar days after the close of the Claim Period, the Class Action Settlement Administrator shall provide the Parties with the number of valid and timely Claims received, and the apportionment between Settlement Class Members who requested Cash Settlement Awards and Settlement Class Members who requested Soups & Mac Vouchers Settlement Awards.

I. Current and Continued Disclosures to Consumers. As of August 2021, Panera has revised the disclosures on the Panera App and the Panera Website respectively to state expressly that menu prices may be higher for delivery orders. Additionally, a similar disclosure was added at checkout, just prior to purchasing food for delivery. As a material term of this Agreement, Panera agrees to keep these or substantially similar statements in place at some point during the ordering process as long as they are applicable to delivery orders. Panera reserves the right to amend any of these disclosure statements from time to time as long as any amended statements similarly advise customers as to any difference in pricing between in-restaurant and delivery menu prices.

J. Return of Confidential Documents.

Within three months of Final Judgment, the original and all copies of all confidential documents subject to any Protective Order entered in the litigations shall be returned to the

designating party or destroyed with a certification that no copies have been retained or that all copies have been destroyed by the receiving party.

**K. Attorneys' Fees/Costs and Class Representative Service Awards.**

1. Plaintiffs may move the Court for an award of Attorneys' Fees, plus any attorneys' costs, to be paid to Class Counsel solely from the Cash Settlement Fund, which shall be noticed for the same date as the Fairness Hearing. Defendant shall not object to Plaintiffs' request for a fee award so long as the total amount requested for attorneys' fees does not exceed One Million Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$1,333,333), exclusive of litigation costs, requested separately to be paid from the Cash Settlement Fund. Class Counsel agrees to provide a 1099 form to the Class Action Settlement Administrator, which will issue any required tax forms. Court approval of attorneys' fees and costs, or their amount, will not be a condition of this Agreement. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination of this Agreement. In addition, Class Counsel shall not be entitled to interest on any fees award.

2. Defendant also agrees not to oppose the request for a Service Award to each Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000 USD) each to be paid solely from the Cash Settlement Fund, for their participation as Class Representatives, for taking on the risks of litigation, and for settlement of their individual claims as Settlement Class Members in this Action. Court approval of the Service Awards, or their amount, will not be a condition of this Agreement and the Court's failure to approve Service Awards to any or all of the Class Representatives or the Court's reduction of the Service Awards by any amount shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination of this

Agreement. If approved by the Court, the Service Awards for the Class Representatives will be paid out of the Cash Settlement Fund. Class Representatives agree to provide 1099 forms to the Class Action Settlement Administrator, which will issue any required tax forms.

3. The Court-approved attorneys' fees shall be paid within forty-five (45) calendar days of the Effective Date.

L. No Publicity Beyond Notice Procedure.

Neither Class Counsel nor the Class Representatives will issue press releases or make other public statements regarding this Agreement unless Panera agrees to such press releases or public statements in writing in advance. However, Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website/s without permission from Panera. Neither Class Counsel nor Class Representatives will make a statement of any kind to any third party regarding this Agreement prior to applying for Preliminary Approval, with the exception of communications with the Class Action Settlement Administrator (and prospects for Class Action Settlement Administrator). The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of this Agreement, and may make public statements in the other pending litigations as necessary to obtain stays of litigation and/or dismissal of litigation. This provision shall not prohibit Class Counsel from communicating with any Settlement Class Member regarding the Action or the Settlement; provided, however, that Class Counsel must comply with all confidentiality agreements and any Protective Order in the Action in communicating with Class Members and will not disclose information that is not a part of the public record.

**V. NOTICE TO THE SETTLEMENT CLASS**

The Class Action Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, within thirty days of Preliminary Approval (the first date of Class Notice being the "Notice Commencement Date").

A. Electronic Mail Notice. The Class Action Settlement Administrator shall provide direct Electronic Mail Notice to all Settlement Class Members for whom Panera maintains email addresses used during delivery orders in its business records (i.e., Panera loyalty club members). The Parties will agree on the form of Electronic Mail Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of this Agreement. The Electronic Mail Notice will include a direct hyperlink to the Claim Form.

B. Publication Notice. The Class Action Settlement Administrator shall publish the Publication Notice on the Meta Ad Network (Facebook/Instagram) and Google Ad Network, which the Parties agree are the networks most likely to reach Class Members who do not receive the Class Notice sent by email. The Publication Notice shall: (a) notify readers of a class action settlement concerning fees charged on delivery orders placed directly through Panera; (b) include a direct hyperlink to the Settlement Website; and (c) take place over a maximum of 45 days, commencing on or within 10 days of the Notice Commencement Date.

C. Settlement Website Notice. The Class Action Settlement Administrator will establish and maintain the Settlement Website (e.g. [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com)). The Settlement Website will be dedicated to the settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms (which will request at a minimum the claimant's name, email address, plus a delivery order address or delivery order phone number). The Settlement Website

shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. The Settlement Website will also provide information on when Final Approval has been provided, and upon the Effective Date, will be updated to reflect that Cash Awards and Vouchers will be provided within sixty (60) days of that Effective Date. The documents and information uploaded to the Settlement Website shall be available on the Settlement Website no later than the Notice Commencement Date and remain at least until ninety (90) days after the Effective Date. The Settlement Website shall not include any advertising for either Defendant or Class Counsel and shall not bear or include Panera's logo or trademarks. The Settlement Website shall include Frequently Asked Questions and will provide an option for persons to email the Class Action Settlement Administrator with questions.

**VI. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. Objections. Only Settlement Class Members may object to this Agreement. A Settlement Class Member who wishes to object to this Agreement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must: (1) clearly identify the case name and number; and (2) be submitted to the Class Action Settlement Administrator at the addresses listed in the Class Notice. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) a list of all objections to class settlements filed by the objector and

his or her counsel to class action settlements in the last ten years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. The Class Action Settlement Administrator will provide the Parties with copies of all objections within seven (7) days of the close of the Claims Period, which objections are to be provided to the Court at least fourteen (14) calendar days before the Fairness Hearing. No Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether a notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the notice to appear shall be deemed untimely unless it is received by the Court within five (5) calendar days of the Objection/Exclusion Deadline.

Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Agreement. Class Counsel shall, at least fourteen (14) calendar days (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to request exclusion or "opt out" of this Agreement must submit a written statement to the Class Action Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (1) state the Settlement Class Member's name, address, and phone number;

(2) be personally signed and/or e-signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (3) include the statement "I/we request to be excluded from the class settlement in *Ahmad v. Panera*." Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Class Action Settlement Administrator within five (5) calendar days of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of this Agreement and any final judgment entered in the Action if this Agreement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from this Agreement. A Settlement Class Member who does not timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of this Agreement, including the release of the Released Claims.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds two thousand (2,000) persons in the Settlement Class.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to this Agreement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

**VII. PRELIMINARY APPROVAL OF SETTLEMENT**

Within 30 days following full execution of this Agreement, the Class Representatives will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (1) preliminarily approve this Agreement as fair, adequate, and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (2) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (3) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process; (4) direct that notice be provided to the Settlement Class in accordance with this Agreement; (5) establish a procedure for persons in the Settlement Class to object to this Agreement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to this Agreement or exclude himself or herself from the Settlement Class or seek to intervene; (6) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (7) pending final determination of whether this Agreement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (8) pending final determination of whether this Agreement

should be approved, stay all proceedings in the Action (and specifically the Stayed Actions in their entirety) except those related to effectuation of this Agreement; (9) and schedule the Fairness Hearing on Final Approval of this Agreement, which shall be one hundred and fifty (150) days after Preliminary Approval (or such other date ordered by the Court).

#### **VIII. FINAL APPROVAL OF SETTLEMENT**

Not later than 30 days before the Fairness Hearing, Class Counsel shall file a Motion for Final Approval of this Agreement, the form of which will be agreed to by Defendant. Plaintiffs shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (1) finally approve this Agreement as fair, reasonable and adequate to the Settlement Class Members; (2) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process; (3) approve the plan of distribution of the compensation to the Settlement Class Members; (4) finally certify the Settlement Class; (5) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Released Parties; and (6) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties and the Settlement Funds for the purpose of enforcement of the terms of this Agreement. If the Settlement is not finally approved by the Court, the Parties agree that Plaintiffs will withdraw the consolidated amended complaint in *Ahmad v. Panera*, and Plaintiffs will move to lift the stay of proceedings in Stayed Actions and proceed with litigation in the separate class actions.

**IX. DISMISSAL OF STAYED ACTIONS**

Within five (5) days of the Effective Date, Plaintiffs will file a notice of dismissal with prejudice in each of the Stayed Actions.

**X. PARTIES' AUTHORITY**

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

**XI. MUTUAL FULL COOPERATION**

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that it will not attempt to discourage Settlement Class Members from filing Claims.

**XII. NO ADMISSION**

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, including without limitation, be inadmissible in evidence in

any proceeding in order to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

### **XIII. NOTICES**

<b>For The Class</b>	<b>For Defendant</b>
Tiffany Yiatras Consumer Protection Legal 308 Hutchinson Road Ellisville, Missouri 63011-2029  Jeffrey Kaliel KALIELGOLD PLLC 1100 15 <sup>th</sup> Street NW, 4th Floor Washington, D.C. 20005	James B. Saylor Kelley Drye & Warren LLP 3 World Trade Center 175 Greenwich Street New York, NY 10007

### **XIV. CONSTRUCTION**

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. In construing this Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such Party solely by reason of such Party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable.

### **XV. MATERIAL TERMS; CAPTIONS**

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XVI. INTEGRATION CLAUSE**

This Agreement contains the entire agreement between the Parties relating to the settlement of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

**XVII. PUBLIC STATEMENTS**

The Parties and their counsel shall issue no public statements and shall make no comments to media or press with respect to the Action or the Agreement at any time (including but not limited to press releases via PR Newswire), except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that represent or suggest any wrongdoing by Defendant, or that this Agreement or any order by the Court regarding the settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

**XVIII. NON-EVIDENTIARY USE**

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section "Non-Evidentiary Use" shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

**XIX. NO COLLATERAL ATTACK**

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted.

**XX. AMENDMENTS**

The terms and provisions of this Agreement may be amended only by a written agreement, which is both: (1) signed by the Parties to this Agreement; and (2) approved by the Court.

**XXI. ASSIGNMENTS**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

**XXII. GOVERNING LAW**

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Missouri, irrespective of the State of Missouri's choice of law principles.

**XXIII. BINDING ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**XXIV. CLASS COUNSEL SIGNATORIES**

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

**XXV. SETTLEMENT TIMELINE**

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

<b>Item</b>	<b>Deadline</b>
Filing of Motion for Preliminary Approval	Within one month of Executing Settlement Agreement
Notice Commencement Date	Within 30 days after Preliminary Approval
Objection/Exclusion Deadline	60 days after Notice Commencement Date
Motion for Final Approval and for Attorneys' Fees and Service Awards	120 days after Preliminary Approval
Notice to Appear at Fairness Hearing; Plaintiffs' Response to any Objections	14 days before Fairness Hearing
Fairness Hearing	150 days after Preliminary Approval (or such other date set by the Court)
Deadline to File Claims	150 days after the Notice Commencement Date
Effective Date	As defined herein
Distribution of Attorneys' Fees and Service Awards	45 days after Effective Date
Distribution of Settlement Awards	60 days after Effective Date
Post-Distribution Accounting	21 days after distribution of Settlement Awards

**XXVI. COUNTERPARTS**

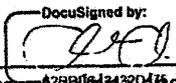
This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. An electronic signature will have the same effect as a handwritten signature.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the dates indicated below:

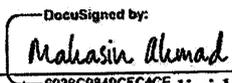
*[Signatures on following page.]*

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: November \_\_\_\_, 2023  
11/17/2023

By:   
Aaron Aseltine, individually and on  
behalf of the Settlement Class

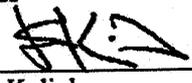
Dated: November \_\_\_\_, 2023  
11/20/2023

By:   
Mahasin Ahmad, individually and on  
behalf of the Settlement Class

Dated: November \_\_\_\_, 2023

By: \_\_\_\_\_  
Lisa Ladonski, individually and on  
behalf of the Settlement Class

Dated: November 16, 2023

Kaliel Gold LLP  
By:   
Jeffrey Kaliel  
Attorney for Plaintiffs

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: November \_\_\_\_, 2023

By: \_\_\_\_\_  
Aaron Asetine, individually and on  
behalf of the Settlement Class

Dated: November \_\_\_\_, 2023

By: \_\_\_\_\_  
Mahasin Ahmad, individually and on  
behalf of the Settlement Class

Dated: November 17, 2023

By:  \_\_\_\_\_  
Lisa Ladonski, individually and on  
behalf of the Settlement Class

Dated: November \_\_\_\_, 2023

Kaliel Gold LLP

By: \_\_\_\_\_  
Jeffrey Kaliel  
Attorney for Plaintiffs

**DEFENDANT:**

Dated: November 30, 2023

Panera, LLC.

By: Paul Carbone  
Name: Paul Carbone  
Title: CFO

Dated: November 30, 2023

Panera Bread Company

By: Marlene Gordon  
Name: Marlene Gordon  
Title: CLO