

# Exhibit C

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MISSOURI, EASTERN**  
**DIVISION**  
*In re Panera Data Security Litigation, Case No. 4:24-cv-00847*

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

---

**If You Previously Received a Notice Letter Notifying You of the Incident**  
**Panera Discovered in March 2024, You Could be Eligible for a Payment from a Class Action**  
**Settlement**

---

- You may be eligible to receive a payment from a proposed \$2,500,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a security incident that Panera discovered in March 2024 (the “Incident”) where an unauthorized third-party gained access to certain information—which may have included the names and Social Security Numbers (“Private Information”) of Panera’s current and former employees, as well as a small number of customers, contractors, and other individuals.
- If you got a notice letter from Panera about the Incident, then you are a Settlement Class Member.
- Panera denies any wrongdoing and denies that it has any liability. But Panera has agreed to settle the lawsuit on a classwide basis—and Settlement Class Members (like you) are now entitled to get cash payments.
- You can choose one, two, three, or all four of the following benefits:
  1. **Unreimbursed “Ordinary” Out-of-Pocket Losses:** Settlement Class Members who suffered unreimbursed Ordinary Out-of-Pocket Losses because of the Incident may claim up to \$500 (but Settlement Class Members must provide documentation of their losses). An example of an “Ordinary Out-of-Pocket Loss” is paying for credit monitoring.
  2. **Unreimbursed “Extraordinary” Losses and Lost Time:** Settlement Class Members who suffered unreimbursed extraordinary losses may claim up to \$6,500 (but Settlement Class Members must provide documentation of their losses). An example of Extraordinary Losses is identity theft. Also, Settlement Class Members who suffered unreimbursed Extraordinary Losses may claim up to \$300 (for up to 10 hours of time spent remedying issues related to the Incident at a rate of \$30/hour).
  3. **California Statutory Payment:** Settlement Class Members who resided in California at the time of the Incident (March 2024) may elect to receive a statutory cash payment of up to \$100.
  4. **Residual Cash Payment:** Settlement Class Members may claim a Residual Cash Payment of up to \$250 (the exact value of the cash payment will be calculated after deducting payments for Approved Claims, Costs of Claims

**Administration, service awards, and attorneys' fees and expenses).**

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

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive payment.	Submitted or Postmarked on or Before _____, <b>2025</b>
<b>Exclude Yourself By Opting Out of the Class</b>	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 _____, <b>2025</b>
<b>Object to the Settlement and/or Attend the Fairness Hearing</b>	You can write 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 Fairness Hearing on _____, <b>2025</b> about the fairness of the Settlement, with or without your own attorney.	Received on or Before _____, <b>2025</b>
<b>Do Nothing</b>	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.

**What This Notice Contains**

**Basic Information**.....

**Who is in the Settlement**.....

**The Settlement Benefits—What You Get if You Qualify**.....

**How do You Submit a Claim**.....

**What Does Defendant Get**.....

**Excluding Yourself from the Settlement**.....

**Objecting to the Settlement**.....

<b>The Lawyers Representing You</b> .....	
<b>The Court’s Final Approval Hearing</b> .....	
<b>If You Do Nothing</b> .....	
<b>Getting More Information</b> .....	

## 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 Henry Edward Autrey of the United States District Court for the Eastern District of Missouri is overseeing this case captioned as *In re Panera Data Security Litigation*, Case No. 4:24-cv-00847. The people who brought the lawsuit are called the Plaintiffs, TBD The entity being sued, Panera, LLC is called the Defendant.

### 2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Incident and asserts claims for negligence, negligence *per se*, invasion of privacy, breach of implied contract, unjust enrichment, violation of California’s Consumer Privacy Act, and declaratory judgment.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment 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 Settlement Class Members. The Class Representatives appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and you previously received notice from Panera that your Private Information may have been compromised in connection with the Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Panera; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

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

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

**Panera Incident Claims Administrator**

address

address

**[www.PaneraSettlement.com](http://www.PaneraSettlement.com)**

## THE SETTLEMENT BENEFITS – WHAT YOU RECIEVE IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$2,500,000: (a) up to \$500 for reimbursement of your documented Ordinary Out-of-Pocket Losses reasonably traceable to the Incident, subject to adjustment as set forth below; (b) up to \$6,500 for Extraordinary Losses that are fairly traceable to the Incident, subject to adjustment as set forth below (including payment for up to 10 hours of time spent remediating issues related to the Incident at a rate of \$25 per hour, subject to adjustment as set forth below); (c) a \$100 California Statutory Payment for Settlement Class Members who resided in California at the time of the Incident (March 2024), subject to adjustment as set forth below; and (d) a Residual Cash Payment of up to \$250, subject to adjustment as set forth below.

The Residual Cash Payment will be dispersed after the distribution of payment of Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for Extraordinary Losses and Attested Time, Approved Claims for a California Statutory Payment, Cost of Notice Administration, service award payments approved by the Court, and attorneys' fees and expenses. The other Settlement benefits are also subject to *pro rata* reduction as needed in the event that the total claims exceed the \$2,500,000 cap on payments to be made by Defendant. Payment of (1) attorneys' fees and expenses and service award to Plaintiffs (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement Fund.

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

Settlement Class Members who submit a claim are eligible to receive:

- a. **Reimbursement for “Ordinary” Out-of-Pocket Losses (up to \$500 in total).** Ordinary Out-of-Pocket Losses” are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member in responding to notice of the Incident that were incurred between February 9, 2024, and the Claims Deadline.
  - i. Ordinary Out-of-Pocket Losses may include, Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.
  - ii. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.
  - iii. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time exceeds the remaining amount of the Settlement Fund after payment for notice and administration costs, service award payments approved by the Court, and attorneys’ fees and expenses awarded by the Court, approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time will be decreased pro rata to consume the remaining amount of the Settlement Fund.

**AND/OR**

- b. **Reimbursement for “Extraordinary” Losses and Attested Time (up to \$6,500 in total).** Extraordinary Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are fairly traceable to the Incident, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses.
  - i. Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member’s personal information.
  - ii. Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Incident at a rate of \$25 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Incident; and (2) the time associated with each action (“Attested Time”).

- iii. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Extraordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.
- iv. Extraordinary Losses will be deemed "fairly traceable" if (1) the timing of the unreimbursed cost, loss, or expenditure occurred on or after February 9, 2024; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Panera prior to the Incident.
- v. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time exceeds the remaining amount of the Settlement Fund after payment for notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

**AND/OR**

- c. **California Statutory Payment (up to \$100).** Settlement Class Members who resided in California at the time of the Incident (March 2024) may elect to receive a statutory cash payment of up to \$100 on a claims-made basis ("California Statutory Payment").
  - i. If the aggregate amount of approved Claims for a California Statutory Payment exceeds the remaining amount of the Settlement Fund after payment for approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved Claims for a California Statutory Payment will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

**AND/OR**

- d. **Residual Cash Payment (capped at \$250).** A Residual Cash Payment of up to \$250 on a claims-made basis, if available after payment of all other Settlement benefits, Cost of Claims Administration, service award payments approved by the Court, and attorneys' fees and expenses. This payment may be adjusted *pro rata* based on how many other claims are made and the amount of funds remaining in the Settlement Fund.

**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.PaneraSettlement.com** or by calling 1-###-###-####. A Claim Form will also be sent to Settlement Class Members as part of the postcard notice that will be mailed to Settlement Class Members. 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 Claims Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims 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 Fairness Hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_.m. CT 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 Incident. This release is described in the Settlement Agreement, which is available at **www.PaneraSettlement.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 Class. This is sometimes referred to as “opting out” of the 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, then do not submit a Claim Form to ask for any benefit under the Settlement.

**15. How do I exclude myself from the Settlement?**

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *In re Panera Data Security Litigation*, Case No. 4:24-cv-00847 United States District Court, Eastern District of Missouri. The letter must state your full name, current address, personal signature, and the words “Request for Exclusion,” or a comparable statement that the individual does not wish to participate in the Settlement. You must mail your exclusion request postmarked by \_\_\_\_\_, 2025, to:

Panera Incident Claims Administrator  
Attn: Exclusion Request

address  
address

**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, you must mail your objection to the Clerk of the Court, counsel for Panera, and Proposed Class Counsel at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, \_\_\_\_\_, 2025:

Clerk of Court	Counsel for Panera
Thomas F. Eagleton U.S. Courthouse 111 South 10th Street, Suite 3.300 St. Louis, MO 63102	Panera Data Incident Claims Administrator address address

Your objection must be written and must include all of the following: (i) the name or caption of this Litigation; (ii) the objector’s full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative, if any.

To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Eastern District of Missouri and postmarked by no later than the

Objection Date. Objections must also be served concurrently with their filing or mailing upon Proposed Class Counsel and counsel for Panera either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court) at the addresses set forth below for Proposed Class Counsel and Panera's counsel.

**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 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 M. Anderson Berry of Clayco C. Arnold, A Professional Corporation and Ryan D. Maxey of Maxey Law Firm, P.A. as Class Counsel to represent the Settlement Class. 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 33.33% of the Settlement Fund, plus litigation expenses not to exceed \$50,000. Defendant has agreed not to object to any award of attorneys' fees 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 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.

Class Counsel will also ask the Court for service awards up to \$2,000 for each of the Class Representatives for their services in representing the Settlement Class in this matter.

Any award for attorneys' fees and expenses for Class Counsel and the Class Representative 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 \_\_\_\_\_, 2025, and their application for attorneys' fees and expenses and service award will be filed no later than \_\_\_\_\_, 2025, 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 Fairness Hearing at \_\_\_\_\_ m. ET on \_\_\_\_\_, 2025, at United States District Court, Eastern District of Missouri, Eastern Division, Joseph P. Kinneary U.S. Courthouse, 111 South 10th Street, St. Louis, MO 63102, 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 and reasonable expenses, and service award. 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 recommend checking [www.PaneraSettlement.com](http://www.PaneraSettlement.com) or calling 1-###-###-####.

#### 21. Do I have to attend the hearing?

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

#### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness 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 **mailed** to the Clerk of the Court, Class Counsel and counsel for Panera postmarked no later than \_\_\_\_\_, 2025.

### 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 Data 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.PaneraSettlement.com](http://www.PaneraSettlement.com). You may also call the Claims Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the United States District Court for the Eastern District of Missouri, Eastern Division. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Claims Administrator or Class Counsel if you have any questions about the Settlement.