

# Exhibit F

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**IN RE: PANERA DATA SECURITY  
LITIGATION**

This Document Relates To: All Cases

Master File No. 4:24-cv-00847

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated April 25, 2025, is made and entered into by and among:

(1) Plaintiffs Samantha Baldwin, Matthew Baldwin, Thomas Jones, Messiah Jordan Weddle, Gracelyn Donovan, Sydney Hollis, Robyn Campbell, Amanda Pharr, Forrest Cooley and Taslima Aktar (“Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendant Panera, LLC (“Defendant” or “Panera”) (collectively, the “Parties”).

**I. BACKGROUND**

1. Panera operates a chain of bakery-cafes throughout the United States.
2. On March 23, 2024, Panera discovered a security incident involving unauthorized access to its computer network (the “Incident”). Panera’s investigation of the Incident determined that the unauthorized access included files pertaining primarily to Panera’s employees, as well as a small number of customers, contractors, and other individuals. Panera also determined that those files contained individuals’ names, Social Security numbers, and other private information.
3. After Panera provided initial notice of the Incident in or around June 2024, Plaintiffs filed putative Class Action Complaints in the United States District Court for the Eastern District of Missouri.

4. On January 24, 2025, Plaintiffs filed their Consolidated Complaint, bringing claims against Panera for negligence, negligence *per se*, invasion of privacy, breach of implied contract, unjust enrichment, violation of California’s Consumer Privacy Act, and declaratory judgment.

5. On December 18, 2024, the parties participated in a full-day mediation facilitated by an experienced mediator, Jill R. Sperber. After a full day of negotiations, the parties reached an agreement in principle, the terms of which were later finalized in this Settlement Agreement and the attached exhibits.

6. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge and settlement of all claims and causes of action asserted, or that could have been asserted, against Panera and the Released Persons (as defined below) arising out of or relating to the Incident, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below) and any other such actions by and on behalf of any other persons in the United States relating to the Incident. The settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court.

## **II. REPRESENTATIVE PLAINTIFFS’ CLAIMS AND BENEFITS OF SETTLING**

Representative Plaintiffs believe the claims asserted in the Litigation (as defined below), as set forth in the Complaint, have merit. Representative Plaintiffs, and their counsel who are proposed as Class Counsel (“Proposed Class Counsel”), recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the litigation against Panera through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are experienced in class action litigation and are very

knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Incident, is fair, reasonable, and adequate, and in the best interest of Representative Plaintiffs and the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Panera denies all of the material contentions and claims alleged against it in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Panera specifically denies that Representative Plaintiffs and the Settlement Class Members are entitled to any relief from Panera. Panera further asserts that neither the Representative Plaintiffs nor the Settlement Class Members have suffered harm and that the complications of managing a potential trial in this matter among other reasons would preclude class certification in the absence of settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Panera has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Panera has also considered the uncertainty and risks inherent in any litigation. Panera has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. SETTLEMENT TERMS**

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, and Panera



that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

**1. Definitions**

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1. “Agreement” or “Settlement Agreement” means this agreement.

1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3. “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1711, et seq. (“CAFA”), to be served upon the appropriate state official in each state where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.

1.4. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.5. “Claims Administrator” means Kroll Settlement Administration LLC, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, subject to approval by the Court.

1.6. “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.9.2 which shall be 90 days after the Class Notice Date.

1.7. “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification under penalty of

perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.8. “Class Notice Date” means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.9. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including the costs of Notice and the CAFA Notice.

1.10. “Court” means the United States District Court for the Eastern District of Missouri.

1.11. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.13 and ¶ 9.1 herein have occurred and been met.

1.13. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorney’s fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14. “Judgment” means a Final Approval Order and Judgment rendered by the Court and in a form substantially similar to the one attached hereto as **Exhibit E**.

1.15. “Litigation” means *In re Panera Data Security Litigation*, Case No. 4:24-cv-00847, pending in the United States District Court for the Eastern District of Missouri.

1.16. “Notice” means the written notice to be sent to or made available to the Settlement Class Members pursuant to the Preliminary Approval Order, including the Short Form Notice and the Long Form Notice.

1.17. “Notice Program” means the Claim notice program as explained in ¶ 3.2 herein.

1.18. “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) days from the Class Notice Date.

1.19. “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) days after the Class Notice Date.

1.20. “Preliminary Approval Order” means the proposed order preliminarily approving the settlement and directing mailed (and, where possible, emailed) notice to the Settlement Class of the pendency of the Litigation and of the settlement. The Preliminary Approval Order template is attached as **Exhibit D** to this Settlement Agreement.

1.21. “Proposed Class Counsel” means M. Anderson Berry of Clayco C. Arnold, A Professional Corporation and Ryan D. Maxey of Maxey Law Firm, P.A.

1.22. “Related Entities” means Panera’s past or present parent companies, subsidiaries, divisions, franchises, related or affiliated individuals and entities, successors, predecessors (including companies they have acquired, purchased or absorbed), contractors, subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals,

investment advisors, consultants, employees, franchisees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads nolo contendere to any such charge.

1.23. “Released Claims” shall collectively mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Representative Plaintiffs or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Incident, alleged theft or misuse of Panera’s employees’ or other individuals’ PII, PHI, or other personal information, or the allegations, facts, or circumstances related to the Incident as described in the Litigation including, without limitation, any causes of action for or under: state consumer protection statutes, including that of New York; state privacy statutes; state data breach statutes; the California Customer Records Act; the CCPA; the California Unfair Competition Law; the California Consumer Legal Remedies Act; the Confidentiality of Medical Information Act; the New York General Business Law; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; any federal, state or local

statutory or regulatory claims, including but not limited to, California’s Consumer Privacy Act, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney’s fees and litigation costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by Representative Plaintiffs or any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Incident, alleged theft or misuse of Panera’s employees’ or other individuals’ PII, PHI, or other personal information, or the allegations, facts, or circumstances related to the Incident. Released Claims shall include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Settlement Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

1.24. “Released Persons” means Panera, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, franchises, related or affiliated individuals and entities, successors, predecessors (including companies they have acquired, purchased or absorbed), contractors, subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, franchisees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators,

investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.25. “Representative Plaintiffs” means Plaintiffs Samantha Baldwin, Matthew Baldwin, Thomas Jones, Messiah Jordan Weddle, Gracelyn Donovan, Sydney Hollis, Robyn Campbell, Amanda Pharr, Forrest Cooley and Taslima Aktar.

1.26. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27. “Settlement Class” means all individuals to whom Panera sent notice of the Incident. 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. Panera represents that there are no such individuals known within Settlement Class. Panera represents that the Settlement Class contains approximately 147,321 individuals.

1.28. “Settlement Class Member(s)” means an individual (or individuals) who falls within the definition of the Settlement Class.

1.29. “Settling Parties” means, collectively, Panera and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.30. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiffs, does not know or suspect to exist as of the date

of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged,

that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.31. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories of the United States.

## **2. Settlement Benefits**

2.1. Settlement Fund. As set forth below, Panera will fund a non-reversionary cash settlement fund in the total amount of \$2,500,000.00 for the benefit of Settlement Class Members (the “Settlement Fund”), which will be used to pay for: (1) reimbursement for Ordinary Out-of-Pocket Losses; (2) reimbursement for Extraordinary Losses and Attested Time; (3) California Statutory Payments; (4) Residual Cash Payments; (5) notice and administration costs; (6) service award payments approved by the Court; and (7) attorneys’ fees and expenses awarded by the Court. In no event shall Panera be responsible for any payment in excess of the \$2,500,000.00 Settlement Fund. The Settlement Fund will be funded as follows:

2.1.1. Subject to ¶ 2.1.3 below, within thirty (30) days of preliminary settlement approval, Panera will fund the Settlement Fund in the amount of \$250,000.00 (the “Initial Payment”), with the Initial Payment to be used for notice and administration costs actually and necessarily incurred prior to the Effective Date.

2.1.2. Subject to ¶ 2.1.3 below, within thirty (30) days of the Effective Date, Panera will fund the Settlement Fund in the amount of \$2,250,000.00.

2.1.3. Panera’s obligation to fund the Settlement Fund as set forth in ¶ 2.1.1 and ¶ 2.1.2 is subject to its receipt of the following payment information no less than thirty (30) days prior to the deadlines set forth above for such payments: account name, account address, account number, bank name, bank country, ABA number, SWIFT number, IRS Form W-9 (which must



match exactly to party listed in the account name and must be signed and dated less than 12 months prior to payment), an account designee for verbal validation of the wire and W-9 details (including the individual's name, title, company, address, email, office phone number, and an alternative phone number), and any other information or documentation requested by Panera to effectuate the transfer of funds (collectively, the "Payment Information"). In the event the Payment Information is not timely delivered, the deadline for the payments set forth in ¶ 2.1.1 and ¶ 2.1.2 shall be extended to thirty (30) days following Panera's receipt of the Payment Information.

2.2. Reimbursement for "Ordinary" Out-of-Pocket Losses. All Settlement Class members may submit a claim for Ordinary Out-of-Pocket Losses up to \$500 per individual. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories:

2.2.1. "Ordinary Out-of-Pocket Losses" are unreimbursed costs, losses, or expenditures incurred by a Class member in responding to notice of the Incident that were incurred between February 9, 2024 and the Claims Deadline. 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.

2.2.2. 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.

2.3. Reimbursement for “Extraordinary” Losses and Attested Time. In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and Attested Time up to \$6,500 per individual.

2.3.1. “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. 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.

2.3.2. 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.

2.3.3. 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.

2.3.4. 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”).

2.4. Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a hard copy or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that the claimant believes that the unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Incident.

2.5. Pro Rata Decrease of Claims for Ordinary Out-of-Pocket Losses and Extraordinary Losses, and Attested Time. 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.

2.6. California Statutory Payment. Settlement Class Members who resided in California at the time of the Incident may elect to receive a statutory cash payment of up to \$100 on a claims-made basis (“California Statutory Payment”).

2.7. Pro Rata Decrease of California Statutory Payments. 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.

2.8. Residual Cash Payment. In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses, Claims for Extraordinary Losses and Attested Time, and/or Claims for a California Statutory Payment, Settlement Class Members may elect to receive a cash payment of up to \$250 on a claims-made basis. All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after 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, notice and administration costs, service award payments approved by the Court, and attorneys’ fees and expenses awarded by the Court by the number of Settlement Class Members with an approved claim, and thus could be less than \$250. The notice and claim forms will include the \$250 cap on Residual Cash Payment. Plaintiffs’ counsel may select the font, size, and emphasis for the \$250 cap on the Residual Cash

Payment and their placement within the notice and claim forms, subject to approval from Panera's counsel, which shall not be unreasonably withheld.

2.9. Distribution of Remaining Funds. If any funds remain in the Settlement Fund after payment of Claims for Ordinary Out-of-Pocket Losses, Claims for Extraordinary Losses, Attested Time, California Statutory Payments, notice and administration costs, service award payments approved by the Court, attorneys' fees and expenses awarded by the Court, and payment of Claims for Residual Cash Payments, such funds will be disbursed to a *cy pres* recipient to be agreed upon by the parties and approved by the Court or, if they cannot agree, selected by the Court.

2.10. The Claim Form.

2.10.1. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form and required under ¶¶ 2.2 or 2.3 shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.11.

2.10.2. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.10.3. To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.10.4. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of this Settlement Agreement.

2.10.5. Settlement Class Members who submit a Claim Form must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Claims Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Claims Administrator. In the event an electronic payment platform returns a payment to the Claims Administrator, the Claims Administrator will promptly mail a check to the Settlement Class Member's last known address on file with the Claims Administrator.

2.11. Business Practice Commitments. For a period of 12 months following the execution of this Settlement Agreement, Panera commits to implement or maintain certain data-security enhancements. Due to their confidential and sensitive nature, those enhancements are not being publicly disclosed herein but have been shared with Proposed Class Counsel, who agree to maintain the confidentiality of that information. Nothing in this provision prohibits Panera from modifying any of the foregoing enhancements, including, but not limited to, by changing vendors, products, or services, provided that in Panera's reasonable discretion, Panera continues to maintain a comparable level of data security when viewed in conjunction with Panera's data security practices as a whole.

2.12. Dispute Resolution for Claims.

2.12.1. The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member based on information to be provided to the Claims Administrator by

Panera's counsel; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to support the claimant's class membership and the expenses described in ¶¶ 2.2 and 2.3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed unreimbursed cost, loss, or expenditure as a result of the Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, via email or U.S. Mail, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed unreimbursed costs, losses, or expenditures, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.12.2. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.12.3. Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator shall reject the claim without any further action.

2.12.4. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination.

2.12.5. Within thirty (30) days of the Claims Deadline, the Claims Administrator shall provide the Settling Parties' counsel with a summary of Facially Valid Claims, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Ordinary Out-of-Pocket Losses and/or Extraordinary Losses and Attested Time. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may seek review of said claim by a third-party Settlement Referee agreed upon by the Parties or appointed by the Court if no such agreement is reached and paid for by the objecting party.

2.13. Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this



Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.14. Confidentiality of Information Submitted by Settlement Class Members.

Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by the Parties and the Claims Administrator.

**3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D** or an order substantially similar, requesting, *inter alia*:

- a) conditional certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.12;
- b) preliminary approval of this Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for a Motion For Final Approval and for a Motion for Attorneys' Fees and Expenses and Service Awards;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;

- f) approval of a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members with an attached “tear off” claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for a Residual Cash Payment, a California Statutory Payment, or Attested Time (“Short Form Notice”), in a form substantially similar to the one attached hereto as **Exhibit B** and a customary long-form notice (“Long Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties’ respective litigation positions, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator; and
- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2. The Notice Program. Within 14 days of an order directing class notice, Panera will provide to the Claims Administrator a class list that includes Settlement Class Members’ full names and last known addresses as reflected in Panera’s records. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at ¶¶ 3.2.1 – 3.2.4. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or the Claims Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.2.1. *Short Form Notice*. On or before the Class Notice Date, the Claims Administrator shall mail (and, where possible, email) the Short Form Notice, with an attached “tear off” claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for a Residual Cash Payment, a California Statutory Payment, and/or

Attested Time, substantially in the form of **Exhibit B** hereto. The Claims Administrator shall mail a copy of the Short Form Notice via United States Postal Services (“USPS”) first class mail to all Settlement Class Members for whom Panera can ascertain a mailing address from its records with reasonable effort. For any Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one attempt to resend any Short Form Notices that are returned as undeliverable. The Claims Administrator shall email a copy of the Short Form Notice to all Settlement Class Members for whom Panera can ascertain an email address from its records with reasonable effort.

3.2.2. *Long Form Notice.* On or before the Class Notice Date, the Claims Administrator shall post the Long Form Notice on the settlement website in the form agreed to by the Parties and approved by the Court.

3.2.3. *Settlement Website.* Prior to the Class Notice Date, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period, and shall post on the website the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, the Motion for Attorneys’ Fees and Expenses and Service Awards, the Preliminary Approval Order, and the Final Approval Order and Judgment. The URL of the settlement website shall be agreed upon by Class Counsel and Panera. The settlement website shall remain operational until at least five (5) business days after the last payment or credit under this settlement is terminated, at which time, ownership of the website domain shall be transferred to Panera.

3.2.4. *Toll-Free Help Line.* From the Class Notice Date and thereafter until at least five (5) Business Days after the last payment under this settlement is made or the settlement is terminated, the Claims Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within three (3) business days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Claims Administrator also will provide copies of the forms of the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.3. The Long Form Notice, Short Form Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.4. Within ten (10) days of the filing of the Motion for Preliminary Approval, the Claims Administrator shall provide the CAFA Notice as required by 28 U.S.C. § 1715(b). The cost of the CAFA Notice shall be paid from the Settlement Fund.

3.5. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.6. Proposed Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1. Each individual wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Individuals wishing to opt out of the Settlement Class

will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including requests previously sent to Proposed Class Counsel and/or Panera's counsel, are ineffectual and shall be deemed null and void.

4.2. All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Panera's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than 10 days prior to the Final Fairness Hearing, Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Judgment to be entered upon final approval.

4.4. In the event that there have been more Opt-Outs (persons who wish to be excluded) than listed in a separate letter agreement (to be shared with the Court under seal, if requested), Panera may, by notifying Proposed Class Counsel in writing within fourteen (14) days of receiving the Opt-Out List from the Settlement Administrator, void this Settlement Agreement. If Panera voids this Settlement Agreement pursuant to this paragraph, Panera shall be obligated to pay all settlement costs and expenses related to notice and administration that were already incurred,

excluding any attorneys' fees and litigation costs of Proposed Class Counsel and any service awards. In all other respects, the parties will return to their respective positions and will retain all rights, claims, and defenses that they would have had if the Settlement Agreement had never been executed.

## **5. Objection Procedures**

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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 in the signature blocks at the end of this Agreement.

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

5.3. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

## **6. Release**

6.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Panera, the Related Entities and the Released Persons from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any

recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

**7. Proposed Class Counsel's Attorneys' Fees and Expenses; Service Awards to Representative Plaintiffs**

7.1. The Settling Parties did not discuss the payment of attorneys' fees and litigation expenses and/or a service awards to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and litigation expenses and a service awards to Representative Plaintiffs as may be agreed to by Panera and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Panera and Proposed Class Counsel have agreed to the following:

7.2. Panera takes no position on an application by Proposed Class Counsel for an award of attorneys' fees not to exceed 33.33% of the Settlement Fund, and litigation costs and expenses in an amount not to exceed \$50,000.00, subject to Court approval. The Claims Administrator shall, from the Settlement Fund, pay any attorneys' fee and expenses award approved by the Court.

7.3. Panera takes no position on an application by Representative Plaintiffs for service awards not to exceed \$2,000.00. The Claims Administrator shall, from the Settlement Fund, pay any service awards approved by the Court.

7.4. The Claims Administrator shall, from the Settlement Fund, pay the Court-approved amount of attorneys' fees and expenses to Proposed Class Counsel and the Court-approved service awards to Representative Plaintiffs within fifteen (15) days after receipt of the payment of the balance of the Settlement Fund as set forth in ¶ 2.1.2 above. Proposed Class Counsel shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments and the



Claims Administrator shall issue IRS Forms 1099-MISC to Representative Plaintiffs solely for the amount awarded by the Court for the Representative Plaintiffs' service awards. Neither Class Counsel nor counsel for Panera intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.5. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Panera shall have no obligation to pay attorneys' fees and litigation costs or expenses or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6. The amount(s) of any award of attorneys' fees and expenses and service awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and expenses and/or any service awards ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Panera's counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The

Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.11.

8.2. Payments for approved claims shall be sent to the claimants within sixty (60) days after receipt of the payment of the balance of the Settlement Fund as set forth in ¶ 2.1.2 above. No approved claims shall be paid until after the Effective Date. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of approved claims, Panera shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4. No individual shall have any claim against the Claims Administrator, Panera, Proposed Class Counsel, Plaintiffs, and/or Panera's counsel based on distribution of benefits to Settlement Class Members.

8.5. The Parties, Proposed Class Counsel, and Panera's counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the Claims Administration or otherwise; or (ii) the determination, rejection, administration, calculation or payment of any Claims.

**9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1. The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1;
- b) Panera has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.4;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.13.

9.2. If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3 unless Proposed Class Counsel and Panera's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party, and (b) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to ¶ 9.4, no order of the Court or modification or reversal on appeal of any order reducing

the amount of attorneys' fees and litigation costs or expenses and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Panera shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9.4. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve the Settlement Agreement apart from the award of attorneys' fees and expenses; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment, the Judgment, or the Settlement Agreement, other than the amount of attorneys' fees and expenses.

#### **10. Non-Disparagement**

10.1. Representative Plaintiffs shall not make, publish, or state, or cause to be made, published, or stated, any defamatory or disparaging statement, writing or communication pertaining to Panera or any Related Entities or Related Persons.

#### **11. Miscellaneous Provisions**

11.1. The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and

implement all terms and conditions of this Settlement Agreement; (iii) and agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. The Settling Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

11.3. Neither the Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along

with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4. The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after enter of the Preliminary Approval order, the Parties may by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

11.5. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise

provided herein, each Party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Plaintiffs and Panera.

11.6. Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.7. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon his or her or its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

11.8. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days unless otherwise specified.

11.9. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

11.10. Each counsel or other individual executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such individual has the full authority to do so.

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

11.12. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

11.13. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Missouri, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Missouri.

11.15. The Final Fairness Hearing shall be scheduled no earlier than: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(d); or (ii) 14 days after the Claims Deadline, whichever is later.

11.16. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

11.17. All dollar amounts are in United States dollars (USD).

11.18. Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: “This check[/payment] must be




cash[ed/accepted] within 60 days, after which time it is void.” If a check or electronic payment becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and the funds shall be disbursed to a *cypres* recipient to be agreed upon by the parties and approved by the Court or, if they cannot agree, selected by the Court. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks or electronic payments become void.


11.19. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**

By:   
M. Anderson Berry (pro hac vice)  
**CLAYEO C. ARNOLD**  
**A PROFESSIONAL CORPORATION**  
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*Attorneys for Defendant*

Date: 4-25-25

*Attorneys for Plaintiffs*

Date: \_\_\_\_\_

# **EXHIBIT A**

**CLAIM FORM FOR THE PANERA, LLC INCIDENT BENEFITS**

**USE THIS FORM TO MAKE A CLAIM FOR AN UNREIMBURSED ORDINARY OUT-OF-POCKET LOSS PAYMENT, UNREIMBURSED EXTRAORDINARY LOSS AND ATTESTED TIME PAYMENT, A CALIFORNIA STATUTORY PAYMENT, AND/OR A RESIDUAL CASH PAYMENT**

For more information, call **1-888-888-8888** or visit the website *www.PaneraSettlement.com*

**The DEADLINE to submit this Claim Form online (or have it postmarked for mailing) is**

**[XXXX XX, 2025]**

**I. GENERAL INSTRUCTIONS**

If you previously received a notice letter notifying you of the data incident Panera discovered in March 2024, you are a Settlement Class Member. The event that caused your data to be lost is referred to here as the “Incident.”

The Settlement establishes a \$2,500,000 fund to compensate Settlement Class Members for their lost time and out-of-pocket losses or expenses as well as for the costs of notice and administration, and attorneys’ fees and expenses as awarded by the Court. As a Settlement Class Member, you are eligible for cash payments as reimbursement for your money spent in response to the Incident (such as money spent on credit monitoring or as a result of incidents of fraud or identity theft caused by the Incident), money spent on miscellaneous expenses incurred related to the Incident, a Residual Cash Payment, as well a California Statutory Payment for Approved Claims submitted by California residents.

The benefits are as follows:

**a. Unreimbursed Ordinary Out-of-Pocket Losses**

You are eligible to receive reimbursement of actual, documented, Unreimbursed Ordinary Out-of-Pocket Losses resulting from the Incident (up to \$500 in total), including, without limitation;

- Costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency
- Other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges
- Credit monitoring or other mitigative costs.

These Unreimbursed Ordinary Out-of-Pocket Losses must be documented; you must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

**b. Unreimbursed Extraordinary Losses and Attested Time**

You are eligible to receive reimbursement of actual, documented, Unreimbursed Extraordinary Losses and Attested Time (up to \$6,500 in total) for unreimbursed costs, losses, or expenditures that are fairly traceable to the Incident, and are not reimbursable as Ordinary Out-of-Pocket Losses, including, without limitation:

- Costs, losses, or expenditures incurred as a result of:
  - Identity theft
  - Identity fraud
  - Falsified tax returns
  - Other possible misuse of personal information

In addition, 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.

These Unreimbursed Extraordinary Losses and Attested Time must be documented; you must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

\* Note that 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 Cost of Claims Administration, 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.

**c. California Statutory Payment**

Settlement Class Members who resided in California at the time of the Incident are eligible to receive a California Statutory Payment of up to \$100, on a claims-made basis.

\* Note that 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, Cost of Claims Administration, 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.

**d. Residual Cash Payment**

In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses, Claims for Extraordinary Losses and Attested Time, and/or Claims for a California Statutory Payment, Settlement Class Members may elect to receive a cash payment of up to \$250 on a claims-made basis.

All Settlement Class Members with an Approved Claim will receive the Residual Cash Payment, if funds are available. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after 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 Claims Administration, service award payments approved by the Court, and attorneys’ fees and expenses awarded by the Court by the number of Settlement Class Members with an Approved Claim, and thus could be less than \$250.

**Completing the Claim Form**

This Claim Form may be submitted online at [www.PaneraSettlement.com](http://www.PaneraSettlement.com) or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. If submitting by U.S. mail, mail your completed Claim Form, including any supporting documentation, to:

Panera Incident  
Settlement Administrator  
P.O. Box XXXX  
XXXXXX, XX XXXXX

## II. CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

Claimant Name: \_\_\_\_\_  
First Name MI Last Name

Street Address: \_\_\_\_\_

Street Address Second Line: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Class Member ID: \_\_\_\_\_

If you received a notice of this Settlement by U.S. mail, your Class Member ID is on the envelope or postcard.

If you received a notice of this Settlement by email, your Class Member ID is in the email.

E-mail Address: \_\_\_\_\_

[optional] Daytime Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

[optional] Evening Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

### **You may submit a claim for one or more of these benefits:**

#### **1) CASH PAYMENT**

**Residual Cash Payment:** Would you like to receive a cash payment under the Settlement? **(circle one)**

Yes No

\*\* The payment under this option will originally be set at \$250; however, the value of the cash payment under this option may be decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits and attorneys' and Claims Administrator fees and expenses.

#### **2) UNREIMBURSED ORDINARY OUT-OF-POCKET LOSSES**

☐ Please check this box here if you are electing to seek reimbursement for **Unreimbursed Ordinary Out-of-Pocket Losses** and such claimed losses above will total no more than \$500. You must provide reasonable documentation of the claimed Unreimbursed Economic Losses. Self-attested documentation will not suffice.

### **Making a Claim for an Unreimbursed Ordinary Out-of-Pocket Loss Payment**



In order to make a claim for Unreimbursed Ordinary Out-of-Pocket Losses, **you must** (i) fill out the information below to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Unreimbursed Ordinary Out-of-Pocket Losses need to be deemed fairly traceable to the Incident by the Settlement Administrator based on the documentation you provide and the facts of the Incident.

**Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

### **3) UNREIMBURSED EXTRAORDINARY LOSSES AND ATTESTED TIME**

☐ Please check this box here if you are electing to seek reimbursement for **Unreimbursed Extraordinary Losses and/or Attested Time** and such claimed losses above will total no more than \$6,500. You must provide reasonable documentation of the claimed Unreimbursed Extraordinary Losses and/or Attested Time. Self-attested documentation will not suffice.

#### **Making a Claim for an Unreimbursed Extraordinary Loss**

In order to make a claim for Unreimbursed Extraordinary Losses and/or Attested Time, **you must** (i) fill out the information below to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Unreimbursed Extraordinary Losses and/or Attested Time need to be deemed fairly traceable to the Incident by the Settlement Administrator based on the documentation you provide and the facts of the Incident.

#### **Making a Claim for Attested Time**

☐ Please check off this box for this section if you are electing to seek reimbursement for Attested Time (which is only available if you are also making a claim for reimbursement of an unreimbursed extraordinary loss) you undertook remedying issues related to the Incident. Settlement Class Members who elect to submit a claim for reimbursement of Attested Time may claim up to ten (10) hours of lost time at a rate of \$25 per hour, for a maximum of \$250.

Please indicate below how much time (round to the nearest hour and check only one box) that you spent remedying issues related to the Incident:

☐ 1 Hour    ☐ 2 Hours    ☐ 3 Hours    ☐ 4 Hours    ☐ 5 Hours  
☐ 6 Hours    ☐ 7 Hours    ☐ 8 Hours    ☐ 9 Hours    ☐ 10 Hours

***Examples:*** Select “1 Hour” if you spent at least one full hour calling customer service lines, writing letters or emails, or on the Internet trying to get unauthorized charges reversed or reimbursed. Please note that the time it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

***Required:*** If time was spent on the telephone or online in an attempt to prevent fraud or identity theft, in the space below, describe what you did, or attach a copy of any letters or emails that you wrote. If the time was spent trying to get unauthorized charges reversed or reimbursed, describe what you did.

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**Failure to meet the requirements of this section may result in your claim being rejected by the Claims Administrator.**

**4) CALIFORNIA STATUTORY PAYMENT**

☐ Please check this box here if you are electing to seek a California Statutory Payment, which will total no more than \$100.

**Failure to meet the requirements of this section may result in your claim being rejected by the Claims Administrator.**



<b>Unreimbursed Loss Type</b> (Fill all that apply)	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
<input type="checkbox"/> Unreimbursed fraud losses or charges.	<div> <div></div><div></div>/ <div></div><div></div>/<div></div><div></div> </div> (mm/dd/yy)	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> . <div></div> <div></div>	<p><i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Professional fees incurred in connection with identity theft or falsified tax returns.	<div> <div></div><div></div>/ <div></div><div></div>/<div></div><div></div> </div> (mm/dd/yy)	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> . <div></div> <div></div>	<p><i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Credit freeze.	<div> <div></div><div></div>/ <div></div><div></div>/<div></div><div></div> </div> (mm/dd/yy)	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> . <div></div> <div></div>	<p><i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Credit Monitoring ordered after receipt of the Incident Notice.	<div> <div></div><div></div>/ <div></div><div></div>/<div></div><div></div> </div> (mm/dd/yy)	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> . <div></div> <div></div>	<p><i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, gas, copying, mileage, and long-distance telephone charges.	<div> <div></div><div></div>/ <div></div><div></div>/<div></div><div></div> </div> (mm/dd/yy)	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> . <div></div> <div></div>	<p><i>Examples: Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office) why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Incident.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing.	<div> <div></div><div></div>/ <div></div><div></div>/<div></div><div></div> </div> (mm/dd/yy)	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> . <div></div> <div></div>	<p><i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive federal and/or state tax refund and the amount of any tax refund that you did not receive due to the tax fraud.</i></p> <p>Your documents: _____</p>

<input type="checkbox"/> Other (provide detailed description).	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         / /       </div> <div style="text-align: center;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         \$ .       </div>	<p><i>Please provide detailed description below or in a separate document submitted with this Claim Form.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Fraudulent bank or credit card charges.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         / /       </div> <div style="text-align: center;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         \$ .       </div>	<p><i>Examples: Account statement with unauthorized charges highlighted; correspondence with credit card company disputing the charges.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Fraudulent tax filings.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         / /       </div> <div style="text-align: center;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         \$ .       </div>	<p><i>Examples: Letter from IRS or state about tax fraud in your name; Accountant bill for re-filing tax return.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Opening of bank accounts and/or credit cards in your name.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         / /       </div> <div style="text-align: center;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         \$ .       </div>	<p><i>Examples: Notification from bank of new credit card or account; correspondence with bank about closing the account.</i></p> <p>Your documents: _____</p>
<input type="checkbox"/> Government benefits taken in your name.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         / /       </div> <div style="text-align: center;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; text-align: center;">         \$ .       </div>	<p><i>Examples: Notification of unemployment benefits being taken; correspondence with agency regarding issue.</i></p> <p>Your documents: _____</p>

If you **do not submit** reasonable documentation supporting a claim for Unreimbursed Economic Losses, or your claim for an Unreimbursed Economic Loss payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, only your claim *Pro Rata* Cash Payment, if such claim is made, will be considered.

### **III. CERTIFICATION**

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Claims Administrator may require supplementation of this claim or additional information from me. I also understand that all claims for payments under this Settlement are subject to the availability of Settlement Funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Claims Administrator.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **EXHIBIT B**

NOTICE OF CLASS ACTION  
SETTLEMENT

If you received a notice of an Incident from Panera, LLC, you are entitled to submit a claim for monetary compensation under a class action settlement.

www.PaneraSettlement.com

<<Barcode>>  
Class Member ID: <<Refnum>>  
  
<<FirstName>> <<LastName>>  
<<BusinessName>>  
<<Address>>  
<<Address2>>  
<<City>>, <<ST>> <<Zip>>-<<zip4>>

se: 4:24-cv-00847-PA Doc. #: 34-1 Filed: 06/12/25 Page 62 of 99 Page

**WHO IS A SETTLEMENT CLASS MEMBER?**  
This notice is about the **Class** of Panera, LLC and its **Class Data** **Security Litigation**, Case No. 4:24-cv-00847. The lawsuit arises from the data security incident discovered by Panera in March 2024 (the “Incident”).  
Panera on your own by mailing a written request for exclusion to the Claims Administrator that is postmarked no later than **June 1, 2025**. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Panera about the Incident.  
**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than **June 1, 2025**, and provide the reasons for the objection. Please visit **www.PaneraSettlement.com** for more details.  
**Do Nothing.** If you do nothing, you will not receive money but you will lose the right to sue Panera about the Incident—and you will be bound by the Court’s decision in this case.  
**Attend the Final Fairness Hearing.** The Court will hold a **Final Fairness Hearing** at **\_\_\_\_\_ m. on \_\_\_\_\_, 2025** to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.  
**Do I have an attorney?** Yes, the Court appointed M. Anderson Berry of Clayeo C. Arnold, A Professional Corporation and Ryan D. Maxey of Maxey Law Firm, P.A., as Class Counsel to represent the entire Settlement Class.  
**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorneys’ fees will be in an amount of up to 33.33% of the Settlement Fund and the expenses will not exceed \$50,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.  
**How much are the service awards?** The named Plaintiffs, **TBD and TBD** (also called the Class Representatives) will seek service awards in the amount of \$2,000 each for their efforts in leading this case.  
**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim?** **www.PaneraSettlement.com**  
\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?**  
Under the Settlement, Panera will pay \$2,500,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims (after deducting attorneys’ fees and expenses, service awards, and Cost of Claims Administration). All Class Members may submit Claims to get cash payments.  
**First**, Class Members who suffered unreimbursed ordinary out-of-pocket losses because of the Incident may claim up to \$500 (but Class Members must provide documentation of their losses). An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. **Second**, Class Members who suffered unreimbursed extraordinary losses and/or lost time may claim up to \$6,500 (but Class Members must provide documentation of their losses). An example of “extraordinary losses” is identity theft. **Third**, Settlement Class Members who lived in California at the time of the Incident may get a statutory payment of up to \$100. **Fourth**, Class Members may claim a Residual Cash Payment of up to \$250 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and expenses). More information about the types of claims and how to file them is available at **www.PaneraSettlement.com** (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

**WHAT ARE YOUR RIGHTS AND OPTIONS?**  
**Submit a Claim Form.** To qualify for a cash payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at **www.PaneraSettlement.com**. Your Claim Form must be postmarked or submitted online no later than **June 1, 2025**.  
**Opt Out.** You may opt-out from the Settlement and keep your ability to sue

Postage  
Prepaid

Panera Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Claims for a **Residual Cash Payment of up to \$250**, a California Statutory Payment of up to \$100, and/or Attested Time do not require documentation and may be submitted using this tear-off claim form, for which the postage is prepaid.

Please select below the claim(s) you would like to make (insert an “X” in the box):

☐ I would like a Cash Payment of up to \$250

☐ I was a California resident at the time of the Incident (March 2024) and would like a California Statutory Payment of up to \$100

☐ I attest under penalty of perjury that I spent ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours ☐ 5 Hours ☐ 6 Hours ☐ 7 Hours ☐ 8 Hours ☐ 9 Hours ☐ 10 Hours of time remedying issues related to the Incident. I understand that I must separately submit proof of valid, documented Extraordinary Losses in order to recover for this time.



Below is a brief description of (1) the actions I took remedying issues related to the Incident; and (2) the time associated with each action:

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**Select from one of the following payment methods:**

PayPal   Venmo   Zelle   Virtual Prepaid Card   Check

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

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Claims for Reimbursement of Ordinary Out-of-Pocket Losses and/or Extraordinary Losses require supporting documentation and cannot be made using this tear-off claim form. Any such claims should be submitted through the settlement website at [www.PaneraSettlement.com](http://www.PaneraSettlement.com) or by mailing a completed full claim form (available on the settlement website) and supporting documentation to the settlement administrator.

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Verification & Signature: I swear under penalty of perjury under the laws of the United  
States that the information in this Claim # 364 is true and correct to the best of my  
knowledge and belief.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# **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.**

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**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**

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- 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**

## 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 remedying 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.

## **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**In re Panera Data Security Litigation.**

Case No. 4:24-cv-00847

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

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, individually and on behalf of the proposed Class, and Defendant have entered into a Settlement Agreement and Release, dated April 25, 2025 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declarations of counsel and the Claims Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement were negotiated and finalized. The Court further



observes that the Settlement Agreement is the product of an informal exchange of information between the Parties before mediation. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

#### **PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Settlement Agreement as follows:

All individual U.S. residents to whom Panera sent notice of the Incident.

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. Panera represents that there are no such individuals known within Settlement Class.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Settlement Class is comprised of many thousands of individuals; there are questions of law or fact common to the Settlement Class; the Representative Plaintiffs' claims are typical of those of Settlement Class Members; and the Representative Plaintiffs will fairly and adequately protect the interests of the



Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Samantha Baldwin, Matthew Baldwin, Thomas Jones, Messiah Jordan Weddle, Gracelyn Donovan, Sydney Hollis, Robyn Campbell, Amanda Pharr, Forrest Cooley and Taslima Aktar as the Representative Plaintiffs for the Settlement Class. The Court provisionally finds that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Representative Plaintiffs.

9. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: M. Anderson Berry of Clayco C. Arnold, A Professional Corporation and Ryan D. Maxey of Maxey Law Firm, P.A.

### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Kroll Settlement Administration LLC as the Claims Administrator. Kroll Settlement Administration LLC shall perform all the duties of the Claims Administrator set forth in the Settlement Agreement.

11. The Court finds that the Notices and proposed Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of

Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Fairness Hearing. The Court therefore approves the Notice and Notice Program and directs the Parties and the Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Claims Administrator shall commence the Notice Program within the time required by the Settlement Agreement.

13. The Court also approves the submitted Claim Form, Short Form Notice, and Long Form Notice.

#### **EXCLUSION AND OBJECTIONS**

14. Settlement Class Members who wish to opt out and exclude themselves from the Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later than \_\_\_\_\_ (60 days after the Class Notice Date). The Request for Exclusion must include the name of the proceeding, the individual's 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 in the communication. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Notice

by \_\_\_\_\_ (60 days after the Class Notice Date), it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court, Class Counsel and counsel for Panera and must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Fairness Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the Notice and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

### **FINAL FAIRNESS HEARING**

18. The Court will hold a Final Fairness Hearing on \_\_\_\_\_ at \_\_\_\_\_ in United States District Court, Eastern District of Missouri, Henry Edward Autrey, Thomas F. Eagleton U.S. Courthouse, 111 South 10th Street St. Louis, MO 63102.

19. At the Final Fairness Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally

certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of the Representative Plaintiffs should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation expenses should be granted; (f) the service awards sought for Representative Plaintiffs should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Fairness Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the Settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall be (i) admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) deemed an admission or concession by

any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Henry Edward Autrey  
UNITED STATES DISTRICT COURT JUDGE

**SETTLEMENT TIMELINE**

<b><u>Grant of Preliminary Approval</u></b>	
Panera provides list of Settlement Class Members to the Claims Administrator	14 days after Preliminary Approval
Claims Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	Less than 30 days after Preliminary Approval
Notice Date	30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Representative Plaintiffs Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Class Notice Date
Opt-Out Deadline	60 days after Class Notice Date
Claims Deadline	90 days after Class Notice Date
Claims Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	67 days after Notice Date
Claims Administrator Provides Summary of Facially Valid Claims	30 days after Claims Deadline

Parties' Challenge to Any Claims	15 days after the Claims Administrator Provides Summary of Facially Valid Claims
<b><u>Final Fairness Hearing</u></b>	No earlier than: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(d); or (ii) 14 days after the Claims Deadline, whichever is later.
Motion for Final Approval	14 days before Final Fairness Hearing Date
Claims Administrator Provides Court Notice of Opt-Outs and/or Objections	10 days before Final Fairness Hearing Date
<b><u>Final Approval</u></b>	
Payment of Attorneys' Fees and Expenses Representative Plaintiffs service award	15 days after Effective Date
Settlement Website Deactivation	At least five (5) business days after the last payment or credit under this Settlement is terminated

# **EXHIBIT E**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re Panera Data Security Litigation

Case No. 4:24-cv-00847

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**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This matter comes before the Court on Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement (ECF No. [REDACTED]). The Court has reviewed the Motion, the supporting facts and authorities, and the Class Action Settlement Agreement (ECF No. [REDACTED]) entered by Plaintiffs and Defendant Panera LLC (“Defendant” or “Panera”), and it finds that the Motion should be **GRANTED**. Therefore:

1. The Court, for the purposes of this Final Judgment adopts the defined terms as described in the Settlement Agreement for any term not otherwise defined herein.
2. The Court certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23.
3. The Court finds that the Settlement Agreement—which provides for a non-reversionary Settlement Fund of \$2,500,000 to resolve the claims of the Plaintiffs and the Settlement Class—is fair, reasonable, adequate, and was entered into in good faith and without collusion. The Court approves and directs consummation of the Settlement Agreement.
4. The Court approves the Release provided in the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties.
5. The Court reserves jurisdiction over this action and the Settlement Agreement.



6. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

7. The Court dismisses with prejudice all claims of the Settlement Class against Defendant in this case, without costs and fees except as explicitly provided for in the Agreement.

8. The Court previously entered an Order Granting Preliminary Approval of Class Action Settlement and Class Notice Plan (“Preliminary Approval Order”) (ECF No. [REDACTED]) that preliminarily approved the Agreement and established a hearing date to consider the final approval of the Agreement.

9. The Court’s Preliminary Approval Order approved the proposed Notices and found the mailing, distribution, and publishing of the various Notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. A declaration confirming that the Notices have been mailed, published, and distributed pursuant to the Class Notice Plan and the Preliminary Approval Order has been filed with the Court. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Agreement.

10. The Court finds Panera has complied with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

11. The Court finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class and are adequate Representative Plaintiffs, and that Class Counsel and the Representative Plaintiffs have fairly and adequately represented the Settlement Class. The Court grants final approval to its appointment of Class Counsel and Representative Plaintiffs as provided in the Preliminary Approval Order, appointing the following firms and individuals as Class Counsel: M. Anderson Berry of Clayco C. Arnold, A

Professional Corporation and Ryan D. Maxey of Maxey Law Firm, P.A. . The Court also appoints Samantha Baldwin, Matthew Baldwin, Thomas Jones, Messiah Jordan Weddle, Gracelyn Donovan, Sydney Hollis, Robyn Campbell, Amanda Pharr, Forrest Cooley and Taslima Aktar as Representative Plaintiffs.

12. The Court certifies the following Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3): All individual U.S. residents to whom Panera sent notice of the Incident.

13. The Court finds that the Settlement Class defined above satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes insofar as: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Representative Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Settlement Class, as the Representative Plaintiffs have no interests antagonistic to or conflicting with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other available methods for a fair and efficient resolution of this controversy.

14. Having considered the negotiation of, the terms of, and all the materials submitted concerning the Agreement; having considered Plaintiffs' and Settlement Class Members' likelihood of success both in maintaining this action as a class action and prevailing on the claims in a data-breach trial, including the possibility that Panera could prevail on one or more of its defenses; having considered the range of the Plaintiffs' possible recovery—and that of the

Settlement Class—and the complexity, expense, and duration of the Litigation; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that:

- a. Plaintiffs and Class Counsel have adequately represented the Settlement Class;
- b. the terms of the Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiffs and Panera;
- c. the outcome of the Litigation is in doubt;
- d. it is possible that the Settlement Class could receive more if the Litigation were to go to trial, but it is also possible that the proposed Settlement Class could receive less—including the possibility of receiving nothing—and/or that Panera could defeat certification;
- e. the value of immediate recovery outweighs the possibility of future relief that would likely occur, if at all, only after further protracted litigation and appeals;
- f. the Parties have, in good faith, determined the Agreement is in their respective best interests, including Plaintiffs and Class Counsel determining that it is in the best interest of the Settlement Class Members;
- g. the aggregate consideration for the Settlement Class—including both the Settlement Fund, which Panera shall fund, and other forms of relief Panera agreed to—is commensurate with the claims asserted and that will be released as part of the Settlement, and
- h. the terms of the Settlement Agreement treat the Settlement Class Members equitably relative to one another and fall well within the range of settlement terms

that would be considered a fair, reasonable, and adequate resolution to this Litigation.

Accordingly, pursuant to Rule 23(e), the terms of the Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Settlement Class and each of the Settlement Class Members.

15. Pursuant to the Settlement Agreement and the Plaintiffs' Motion for Attorney Fees, Expenses, and Service Awards (ECF No. [REDACTED]), the Settlement Fund shall first be used to pay Cost of Claims Administration; Class Counsel attorneys' fees totaling \$TBD; Class Counsel's costs and expenses of \$TBD; and a service award to Representative Plaintiffs in the amount of \$TBD each. The Settlement Fund shall next be used to pay Settlement Class Members' documented Ordinary Out-of-Pocket Losses up to \$500, documented Extraordinary Losses and Attested Time up to \$6,500, California Statutory Payment up to \$100, and a Residual Cash Payment of up to \$250 of any remaining funds to each Settlement Class Member submitting a Approved Claim.

16. Plaintiffs and Settlement Class Members fully, finally, and forever release, relinquish, and discharge all Released Claims as against all Released Parties. Further, upon the Effective Date in the Settlement Agreement, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims (as defined in the Settlement Agreement) is asserted. Any other claims or defenses Plaintiff and each and all of the Settlement Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or

resolution of the Data Incident, the Litigation, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Henry Edward Autrey

UNITED STATES DISTRICT COURT JUDGE