

**CIRCUIT COURT FOR ST. LOUIS COUNTY, MISSOURI**

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

*Mahasin Ahmad v. Panera Bread Company*  
(Circuit Court of St. Louis County, Missouri, Case No. 21SL-CC00593)

and

*Aaron Aseltine v. Panera, LLC*  
(Superior Court of Alameda County, California, Case No. RG21098794)

and

*Lisa Ladonski v. Panera, LLC*  
(United States District Court, Northern District of Illinois, Case No. 1:23-cv-01101)

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT  
MAY AFFECT YOUR RIGHTS!**

**IF YOU PLACED AN ORDER FOR DELIVERY ON THE PANERA APP  
AND/OR THE PANERA WEBSITE BETWEEN OCTOBER 1, 2020, AND  
AUGUST 31, 2021, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A  
CLASS ACTION SETTLEMENT.**

*The Circuit Court for St. Louis County, Missouri, has authorized this Long Form Notice; it is not a solicitation from a lawyer.*

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you don't do anything and the Settlement is approved, you will not receive a Settlement Award and give up your right to participate in the Settlement.
<b>SUBMIT A CLAIM</b>	Submit a timely Claim Form to the Class Action Settlement Administrator postmarked on or before June 10, 2024 or online by June 10, 2024 to be entitled to a Settlement Award.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT OBJECTION/EXCLUSION DEADLINE: March 11, 2024</b>  <b>RECEIVE NO SETTLEMENT AWARD BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the Settlement or "opt out." This means you choose not to participate in the Settlement. You will keep your individual claims against Defendant, but you will not receive a Settlement Award. If you exclude yourself from the Settlement but want to recover against Defendant, you will have to file a separate lawsuit or Claim.
<b>OBJECT TO THE SETTLEMENT BY THE OBJECTION/EXCLUSION DEADLINE: March 11, 2024</b>  <b>REMAIN IN THE CLASS AND RECEIVE SETTLEMENT AWARD</b>	You must mail an objection to the Class Action Settlement Administrator, explaining why you believe the Court should reject the Settlement. If the Settlement is approved, you will not be able to sue Defendant for the claims asserted in this Action, and you will receive a Settlement Award.

These rights and options – **and the deadlines to exercise them** – along with the material terms of the Settlement are explained in this Notice.

## **BASIC INFORMATION**

### **1. What is this lawsuit about?**

The lawsuits being settled are three different lawsuits against Panera entitled , *Mahasin Ahmad v. Panera Bread Company* (Circuit Court of St. Louis County, Missouri, Case No. 21SL-CC00593), *Aaron Aseltine v. Panera, LLC* (Superior Court of Alameda County, California, Case No. RG21098794) and *Lisa Ladonski v. Panera, LLC* (United States District Court, Northern District of Illinois, Case No. 1:23-cv-01101) that will be filed as a consolidated amended complaint in the Circuit Court for St. Louis County, Missouri (“Action”). The cases are “class actions.” That means that the Class Representatives, Mahasin Ahmad, Aaron Aseltine, and Lisa Ladonski, are individuals acting on behalf of all persons who placed an order for delivery on the Panera App and/or the Panera Website between October 1, 2020, and August 31, 2021. The Class Representatives allege that Defendant Panera’s (“Defendant”) representation of its delivery fees and menu prices for its delivery orders on the Panera App and/or Panera Website between October 1, 2020, and August 31, 2021 (“the Class Period”), were false or misleading.

Defendant denies that its practices give rise to claims for damages by the Class Representatives or any Settlement Class Members. But Defendant has decided to avoid further costs of defense and settle these claims.

### **2. Why did I receive a Notice of this Action?**

You received an Electronic Notice because Defendant’s records indicate that you were charged delivery fees on the Panera App and/or Panera Website during the Class Period. The Court directed that this Class Notice be sent to all such potential Settlement Class Members because each Settlement Class Member has a right to know about the proposed Settlement and the options available to him or her before the Court decides whether to approve the Settlement.

### **3. Why did the Parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Class Representatives’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Class Representatives’ lawyers, known as Class Counsel, make this recommendation to the Class Representatives. The Class Representatives have the duty to act in the best interests of the Settlement Class and, in this case, it is their belief, as well as Class Counsel’s opinion, that this Settlement is in the best interests of all Settlement Class Members.

Defendant and Defendant’s counsel recognize the expense, burdens, and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent defending the Action has and will further detract from resources that may be used to run Defendant’s business. Although Defendant denies any wrongdoing or liability arising out of any of the facts alleged in the Action and believes that it has meritorious defenses to Plaintiffs’ claims, it settles the claims raised in the Action for these reasons and these reasons only.

The Agreement and all related documents shall not be construed as any admission or concession by Panera, or any of the Released Parties (defined below) of any fault, liability, wrongdoing, or damages whatsoever.

## **WHO IS IN THE SETTLEMENT?**

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

You may be a member of the Settlement Class if you fit the description below. Settlement Class means:

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

If you received an Electronic Mail Notice, then Defendant's records indicate that you are a Settlement Class Member who may be entitled to receive a Settlement Award.

You can verify your status as a Settlement Class Member by checking on the claims website, [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com), or by entering the code on your Electronic Mail Notice.

## **YOUR OPTIONS**

### **5. What options do I have with respect to the Settlement?**

You have two options: (1) a Soups & Mac Vouchers Settlement Award, or (2) a Cash Settlement Award from the Cash Settlement Fund. Each of these options is described in a separate section below.

To receive a Settlement Award, you must submit a Claim Form by the end of the Claim Period June 10, 2024. If you are submitting a Claim Form by mail, it must be postmarked by June 10, 2024. You may submit a Claim Form via the Settlement Website at [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com) by June 10, 2024 to receive a Settlement Award from this Settlement.

### **6. What are the critical deadlines?**

**Claim Deadline:** The deadline for submitting a Claim Form is June 10, 2024. Claim Forms submitted by mail to the Class Action Settlement Administrator must be postmarked by June 10, 2024.

**Objection/Exclusion Deadline:** The deadline for sending a request for exclusion to exclude yourself from or opt-out of the Settlement as well as written objections is March 11, 2024. Requests for exclusion and written objections must be postmarked by March 11, 2024.

### **7. How do I decide which option to choose?**

If you do not wish to participate in the Settlement and receive a Settlement Award from the Settlement and be bound by the release, then you should opt-out. Likewise, if you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this Settlement, then you may want to consider opting out.

If you believe the Settlement is unreasonable, unfair, or inadequate, you can object to the Settlement terms. The Court will consider timely objections. The Court will decide whether to approve the Settlement and the award of Attorneys' Fees, attorneys' costs, and Service Awards, to Class Representatives. If the Court decides not to approve the Settlement, then the Settlement will be void and no payments will be issued pursuant to its terms. If the Court approves the Settlement, whether or not it grants the requests for Attorneys' Fees, attorneys' costs, or Service Awards, then you may still be sent a payment and you will be bound by the Settlement, including the Released Claims.

If you want to participate in the Settlement, then you don't have to do anything; if you provide a valid Claim Form, you may be sent a payment if the Settlement is approved by the Court.

### **8. What has to happen for the Settlement to be approved?**

The Court has to decide that the Settlement is fair, reasonable, and adequate before it will approve it. The Court already has granted Preliminary Approval of the Settlement, which is why you may have received a Class Notice. The Court will make a final decision regarding the Settlement at a "Fairness Hearing," which is currently scheduled for May 31, 2024 at 9:00 a.m. in the Circuit Court for St. Louis County, Missouri. The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website at [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com).

## **THE SETTLEMENT PAYMENT**

### **9. How much is the Settlement?**

Defendant has agreed to provide up to \$2,000,000 worth of Soups & Mac Vouchers to be provided to Class Members who opt to receive vouchers in lieu of a Cash Settlement Award. Defendant has also agreed to create a Cash Settlement Fund of \$2,000,000 for the Settlement Class. As discussed separately below, Attorneys' Fees not to exceed \$1,333,333, attorneys' costs, Service Awards of \$5,000 for each Class Representative, and the Settlement Costs paid to a third-party Class Action Settlement Administrator to administer the Settlement (including sending the Class Notices and Electronic Mail Notices) will be paid out of the Cash Settlement Fund. Once the requested disbursements are approved from the Cash Settlement Fund, the Net Cash Settlement Fund will be available to Settlement Class Members for Cash Settlement Awards.

### **10. How much of the Cash Settlement Fund will be used to pay for Attorney's Fees and Settlement Costs?**

Class Counsel will file a Motion for Attorneys' Fees and Service Awards with the Court for an award of Attorneys' Fees, plus any attorneys' costs, to be paid to Class Counsel solely from the Cash Settlement Fund, which the Court shall decide to approve at the Fairness Hearing. Class Counsel will request a fee award for attorneys' fees that does not exceed One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$1,333,333), exclusive of litigation costs, requested separately to be paid from the Cash Settlement Fund. In addition, Settlement Costs, which are costs of the Class Action Settlement Administrator ("Administration Costs") and any other ancillary costs incurred by the Class Action Settlement Administrator and/or Defendant related, in any way, to the Settlement will come entirely from the Cash Settlement Fund.

The Court will decide the amount of the Attorneys' Fees and costs based on a number of factors, including the risk associated with bringing the cases on a contingency basis, the amount of time spent on the cases, the amount of costs incurred to prosecute the cases, the quality of the work, and the outcome of the cases.

You can access this motion by visiting [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com).

**11. How much of the Cash Settlement Fund will be used to pay Class Representatives' Service Awards?**

Class Counsel will request that each Class Representative be paid a Service Award in the amount of \$5,000 for their work in connection with either the *Ahmad*, *Asestine*, or *Ladonski* cases. The Service Awards must be approved by the Court. Class Counsel will file the motion for this request with the Court no later than April 10, 2024.

You can access this motion by visiting [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com).

**12. How much will my Settlement Award be?**

Up to \$2,000,000 in vouchers for one free item from Panera's "Soups & Mac" menu will be made available for Class Members opting to receive Soups & Mac Vouchers Settlement Awards. The balance of the Cash Settlement Fund after Attorneys' Fees and costs, the Service Awards, and the Settlement Costs, also known as the Net Cash Settlement Fund, will be used to pay cash awards to those Class Members opting to receive Cash Settlement Awards.

Settlement Class Members who submit a valid Claim Form may elect either: (1) electronic voucher(s) sent to a Settlement Class Member (the "Soups & Mac Vouchers Settlement Award"); or (2) an electronic payment via PayPal, Venmo, or other electronic means to a Settlement Class Member (the "Cash Settlement Award").

Soups & Mac Vouchers Settlement Award: Settlement Class Members who elect to receive a Soups & Mac Vouchers Settlement Award and submit a valid Claim Form shall receive up to two (2) vouchers within sixty (60) days of the Effective Date for one free item from Panera's "Soups & Mac" menu, valued for purposes of calculating Settlement caps at \$19 per claimant (or \$9.50 per voucher) for the two vouchers. No additional purchase shall be necessary to use the Soups & Mac Vouchers Settlement Award.

Cash Settlement Award: Settlement Class Members who elected to receive a Cash Settlement Award and submitted a valid Claim Form shall receive a cash payment up to \$12 within sixty (60) dates of the Effective Date. If there are not sufficient funds in the Net Cash Settlement Fund to award each Settlement Class Member \$12, the Net Cash Settlement Fund shall be distributed on a *pro rata* basis to those Settlement Class Members electing a Cash Settlement Award.

**13. Do I have to do anything if I want to receive a Settlement Award?**

Yes, you must submit a valid Claim Form by June 10, 2024. If you choose to exclude yourself from the Settlement, or "opt out," you will not be able to participate in this Settlement, its Released Claims or any claims made in the Action.

**14. When will I receive my Settlement Award?**

The Court will hold a Fairness Hearing on May 31, 2024 at 9:00 a.m., in the Circuit Court for St. Louis County, Missouri, to consider whether the Settlement should be approved. If the Settlement is approved by the Court and you are eligible for a Settlement Award, you may receive either (1) electronic voucher(s) sent to you 60 days after Effective Date. However, if there is an appeal, payments may be delayed; or (2) electronic payment via PayPal, Venmo, or other electronic means.

**15. How will I be sent my Settlement Award?**

Settlement Class Members who timely submitted a valid Claim Form by June 10, 2024 will receive either (1) electronic voucher(s) sent to you from the Class Action Settlement Administrator; (2) an electronic payment via PayPal, Venmo, or other electronic means.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

If you do not wish to participate in the Settlement and be bound by the release, and you do not want to receive a Settlement Award, or if you want to keep any right you may have to sue Defendant for the claims alleged in this Action, then you must exclude yourself, or “opt out.”

To opt-out, you **must** send a request for exclusion to the Class Action Settlement Administrator that you want to be excluded. To be valid, each request for exclusion must: (1) state the Settlement Class Member’s name, address, and phone number; (2) be personally signed and/or e-signed by the Settlement Class Member and not the Settlement Class Member’s attorney or anyone acting on the Settlement Class Member’s behalf; and (3) include the statement “I/we request to be excluded from the class settlement in Ahmad v. Panera.” Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be invalid. Your exclusion or opt-out letter must be postmarked on or before the March 11, 2024 deadline, and sent to:

Panera Delivery Fees Settlement  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

**17. What does it mean to be bound by the release?**

By choosing not to opt-out of the Agreement, you will remain a Settlement Class Member, and as such will be bound to a release. That means you will release any claims you may have against Defendant that arise out of and/or relate to the facts and claims alleged in the *Ahmad*, *Aseltine*, and *Ladonski* Complaints filed in these actions. Put differently, participating in the Settlement means that you will not be able to sue the Defendant in the future for such claims.

Additional details as well as a more extensive list of parties related to the Defendant who will be released as part of the settlement regarding the scope of the release can be found in Section IV.C(1) and (2) of the Agreement.

**18. What happens if I opt out of the Settlement?**

If you opt-out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the claims released in the *Aseltine*, *Ahmad* and *Ladonski* cases if the Settlement is approved. However, you will not be entitled to receive a Settlement Award from this Settlement.

**19. If I exclude myself, can I obtain a payment?**

No. If you exclude yourself, you will not be entitled to a Settlement Award from this Settlement.

## OBJECTING TO THE SETTLEMENT

### **20. How do I notify the Court if I do not like the Settlement?**

You can object to the Settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt-out, from the Settlement. (Settlement Class Members who exclude themselves from the Settlement have no right to object to how other Settlement Class Members are treated.) To object, you **must** send a written objection by mail or private courier (e.g., Federal Express) to the Class Action Settlement Administrator at the address below. Your objection must include the following:

- The names of the cases, which are *Mahasin Ahmad v. Panera Bread Company (Circuit Court of St. Louis County, Missouri, Case No. 21SL-CC00593)*, *Aaron Asestine v. Panera, LLC (Superior Court of Alameda County, California, Case No. RG21098794)* and *Lisa Ladonski v. Panera, LLC (United States District Court, Northern District of Illinois, Case No. 1:23-cv-01101)*;
- The objector's name, address, and telephone number, ;
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether the Settlement Class Member intends to appear at the Fairness Hearing;
- Proof of membership in the Class;
- A list of all objections to class settlements filed by the objector and his or her counsel to class action settlements in the last ten years; and
- The signature of the Settlement Class Member and her or his counsel, if any

All objections must be post-marked on or before the Objection/Exclusion Deadline, March 11, 2024, and must be mailed to the Class Action Settlement Administrator as follows:

#### **CLASS ACTION SETTLEMENT ADMINISTRATOR**

*Panera Delivery Fees Settlement  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391*

**21. What is the difference between objecting and requesting exclusion from the Settlement?**

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the classes, and asking the Court to reject it. You can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a Settlement Award, but you will be bound by the release of claims you might have against Defendant if the Settlement is approved. Excluding yourself or opting out is telling the Court that you do not want to be part of the Settlement, and do not want to receive a Settlement Award, or release claims you might have against Defendant for the claims alleged in this Action.

**22. What happens if I object to the Settlement?**

The Court will consider the objection. If the Court sustains your objection, or the objection of any other Settlement Class Member, then there may be no Settlement; provided, however, that an objection to Class Counsel's requested Attorneys' Fees and costs or to the requested Service Award amount, may result in approval of the Settlement but the award of a lower attorneys' fee and cost amount or lower Service Awards. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the Settlement. If the Court approves the Settlement, then the objector will participate in the Settlement. If the Court does not approve the Settlement, then there is no Settlement.

**THE COURT'S FAIRNESS HEARING**

**23. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 9:00 a.m. on May 31, 2024 in the Circuit Court for St. Louis County, Missouri. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them. The Court may also decide how much to award Class Counsel for Attorneys' Fees and litigation costs and the amount of the Service Awards to the Class Representatives.

**24. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com).

**25. May I speak at the hearing?**

If you have objected, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection, described in Question 20 above, a statement showing that you intend to appear at the Fairness Hearing. A statement substantively similar to "I intend to appear at the Fairness Hearing" will be sufficient. The Court will consider your objection even if you do not appear. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com).

## **THE LAWYERS REPRESENTING YOU**

### **26. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel” will represent you and the other Settlement Class Members. However, you may retain a lawyer to represent you at your own expense.

### **27. Do I have to pay the lawyer for accomplishing this result?**

No. Class Counsel will request payment directly from the Cash Settlement Fund for the legal services provided to accomplish the Settlement for Settlement Class Members’ benefit. Class Counsels’ award of Attorneys’ Fees and costs is deducted from the Cash Settlement Fund, reducing that amount in calculating the Net Cash Settlement Fund that Settlement Class Members will be sent.

### **28. Who determines what the attorneys’ fees will be?**

The Court will be asked to approve the amount of attorneys’ fees at the Fairness Hearing. Class Counsel will file a Motion for Attorney Fees and Service Awards and will specify the amount being sought as discussed above no later than fee motion date. You can access this motion by visiting [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com).

## **GETTING MORE INFORMATION**

This Notice only summarizes the proposed Settlement. More details are contained in the Agreement, which can be viewed/obtained online at [www.deliverypricesettlement.com](http://www.deliverypricesettlement.com). For additional information about the Settlement and/or to obtain copies of the Agreement, or to change your address for purposes of receiving a Settlement Award, you should contact the Class Action Settlement Administrator as follows:

*Mail:*

*Panera Delivery Fees Settlement  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391*

*Call: (833) 462-4684*

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***