

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
ST. LOUIS DIVISION

IF YOU (1) ARE OR WERE A JOINT VENTURE GENERAL MANAGER FOR PANERA BREAD COMPANY OR PANERA, LLC, (2) SIGNED A WRITTEN JOINT VENTURE GENERAL MANAGER COMPENSATION PLAN WHICH CAN BE LOCATED AND PRODUCED IN THIS LITIGATION, AND (3) RECEIVED A CAPPED JVGM BUYOUT PAYMENT BETWEEN 2012 AND 2015, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS

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

- This notice is to inform you that you have been identified as an individual who is or was employed as “Joint Venture General Manager” (“JV GM”) with Panera, or any affiliate or subsidiary of Panera; who signed a Joint Venture General Manager Compensation Plan, which can be located and produced in this litigation, and who received a capped JV GM Buyout payment from Panera at any time during the period from October 29, 2009 through the date of trial (the “Class Period”). A “capped” JV GM Buyout payment is a JV GM Buyout payment made to an employee in an amount less than the total JV GM Buyout amount determined in accordance with Section 3(b) of the employee’s Joint Venture General Manager Compensation Plan with Panera.
- The Court has allowed a lawsuit against Panera to proceed as a class action on behalf of JV GMs who meet the criteria above. The lawsuit alleges that Panera breached the JV GM Compensation Plans at issue and committed fraud. Panera denies the allegations.
- The Court has not decided whether Panera did anything wrong. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

Your Legal Rights and Options in this Lawsuit	
Do Nothing	Stay in this lawsuit. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from trial or settlement. But, you give up any rights to sue Panera separately about the same legal claims in this lawsuit.
Ask to be Excluded	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But you keep any rights to sue Panera separately about the same legal claims in this lawsuit.

- Your options and more information are explained in this notice. To ask to be excluded, you must act before _____, 20__ [**Insert date that is 30 days from the date of the issuance of the notice**].
- Lawyers must prove the claims against Panera at a trial currently set to start April 11, 2016. If money or benefits are obtained, you will be entitled to share in the benefits of any judgment favorable to the class or in any settlement of the claims, after the deduction of attorneys' fees and disbursements from the judgment amount or settlement fund.

Basic Information

1. Why did I get this notice?

This notice is to inform you that you have been identified as an individual who is or was employed as a "Joint Venture General Manager" ("JV GM") with Panera, or any affiliate or subsidiary of Panera; who signed a Joint Venture General Manager Compensation Plan, which can be located and produced in this litigation, and who received a "capped" JV GM Buyout payment from Panera at any time during the period from October 29, 2009 through the date of trial (the "Class Period").

A "capped" JV GM Buyout payment is a JV GM Buyout payment made to an employee in an amount less than the total JV GM Buyout amount determined in accordance with Section 3(b) of the employee's Joint Venture General Manager Compensation Plan with Panera.

This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against Panera, on your behalf, are correct. The Honorable Judge Audrey G. Fleissig is overseeing this class action. The lawsuit is known as *Mark Boswell, David Lutton, Vickie Snyder and all others similarly situated v. Panera Bread Company and Panera, LLC*, Civil Action No. 4:14-CV-1833.

2. What is this lawsuit about?

There is presently pending in the United States District Court for the Eastern District of Missouri a legal action against Panera Bread Company and Panera, LLC. This action concerns Panera's alleged imposition of a "cap" on the maximum amount of a JV GM Buyout payment that Panera made to you between 2012 and 2015, and to other JV GMs

who fall within the class certified by the Court. This action alleges that Panera's imposition of a Buyout cap violates the Panera JV GM Compensation Plan to which you were a party, and was contrary to Panera's representations. The action alleges that Panera's imposition of the Buyout cap constituted a breach of contract and fraud under Missouri law. Panera has denied these allegations and maintains that there was no breach of contract or fraud by Panera, and that the JV GM Compensation Plans at issue were properly modified and/or replaced with new agreements.

Other than the JV GM Buyout payments referenced above that are the subject of this lawsuit, this lawsuit does not otherwise seek to change Panera's Joint Venture program or your existing relationship, if any, with Panera.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Mark Boswell, David Lutton and Vickie Snyder) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The JV GMs who sued — and all the Class Members like them — are called the Plaintiffs. The company they sued (in this case Panera) is called the Defendant. One court resolves the issues for everyone in the Class — except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The United States District Court has certified this action as a class action on behalf of all of the individual JV GMs who have been identified as class members and are receiving this notice. The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

PLAINTIFFS' PROPOSAL - Include the following additional language:

Specifically, the Court found that:

- **There are at least 61 JV GMs who entered into a Joint Venture General Manager Compensation Plan with Panera and who later received a capped JV GM Buyout payment during the relevant time period;**
- **There are legal questions and facts that are common to each of them;**
- **Mark Boswell's, David Lutton's, and Vickie Snyder's claims are typical of the claims of the rest of the Class;**

- **Mr. Boswell, Mr. Lutton, Ms. Snyder, and the lawyers representing the Class will fairly and adequately represent the Class’ interests;**
- **The common legal questions and facts are more important than questions that affect only individuals; and**
- **This class action will be more efficient than having many individual lawsuits.**

DEFENDANTS’ PROPOSAL: Defendants believe the above language is unnecessary and should be removed, as it is overly legalistic and may be confusing to class members or those who wish to opt out.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Memorandum and Order certifying the Class. You can request a complete copy of the Memorandum and Order by contacting:

PLAINTIFFS’ PROPOSAL: the Popham Law Firm at (816) 221-2288 during business hours.

DEFENDANTS’ PROPOSAL: [Insert contact information for Class Administrator, or alternatively reference a website to be created on which individuals can view/print copies of the Complaint, Amended Complaint, Answer, Answer to Amended Complaint, and the Court’s Memorandum and Order granting class certification. Defendants note that the Manual for Complex Litigation, Fourth, specifically contemplates use of an administrator in many class actions. *See Manual for Complex Litigation, Fourth, § 21.321 at 298 (2004).* Alternatively, the Federal Judicial Center’s model class action notice forms contemplate reference to a website for class members to obtain additional information and copies of pleadings. Plaintiffs believe that, since the entire class is very narrowly defined, easily identified, and less than 100, a class administrator is an unnecessary expense to the class]

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiffs say that Panera entered into written compensation agreements (JV GM Compensation Plans) with you and the other Class Members, which provided that Panera would pay you a “one-time JV GM Buyout” payment. With respect to the amount of the Buyout payment, the Plaintiffs say that Section 3(b) of these compensation agreements required Panera to pay you and the other Class Members the amount determined by a specific formula, which turned on the profitability of your cafes. Plaintiffs also say that Section 5(d) of the compensation agreements did not allow Panera

to modify the agreements without your signed written consent. The Plaintiffs say that Panera violated these contractual provisions by imposing a cap on the amounts of the Buyout payments that it made to you and the other Class Members. The Plaintiffs say that Panera's actions constitute a breach of contract and fraud under Missouri law.

You can request a complete copy of the Plaintiffs' Amended Class Action Complaint by contacting:

PLAINTIFFS' PROPOSAL: the Popham Law Firm at (816) 221-2288 during business hours.

DEFENDANTS' PROPOSAL: [Insert contact information for Class Administrator, or alternatively reference a website to be created on which individuals can view/print copies of the Complaint, Amended Complaint, Answer, Answer to Amended Complaint, and the Court's Memorandum and Order granting class certification]

6. How does Panera respond?

Panera has denied that it did anything wrong and says that there was no breach of contract or fraud by Panera. Panera says and that the JV GM Compensation Plans at issue were properly modified and/or replaced with new agreements that authorized Panera to impose a cap on the Buyout payments it made to the Class Members.

You can request a complete copy of Panera's Answer to the Amended Class Action Complaint by contacting:

PLAINTIFFS' PROPOSAL: the Popham Law Firm at (816) 221-2288 during business hours.

DEFENDANTS' PROPOSAL: [Insert contact information for Class Administrator, or alternatively reference a website to be created on which individuals can view/print copies of the Complaint, Amended Complaint, Answer, Answer to Amended Complaint, and the Court's Memorandum and Order granting class certification]

7. What are the Plaintiffs asking for?

The Plaintiffs are asking the Court to award the Class Members payments to make up for the difference between the full alleged Buyouts determined by Section 3(b) of the JV GM

Compensation Plan — the amounts the Class Members allegedly would have received in the absence of a Buyout cap — and the lesser, capped Buyouts that the Class Members actually received.

You can request a complete copy of the Plaintiffs' Complaint and Amended Complaint in this case by contacting:

PLAINTIFFS' PROPOSAL: the Popham Law Firm at (816) 221-2288 during business hours.

DEFENDANTS' PROPOSAL: [Insert contact information for Class Administrator, or alternatively reference a website to be created on which individuals can view/print copies of the Complaint, Amended Complaint, Answer, Answer to Amended Complaint, and the Court's Memorandum and Order granting class certification]

8. Has the Court decided who is right?

The Court has not decided whether Panera or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial set to start on April 11, 2016.

Who is In the Class

9. Am I part of this Class?

PLAINTIFFS' PROPOSAL:

Yes. If you have received this notice, you are considered to be a member of the class and your rights will be affected by the certification of this class. The Court has directed that you be given notice of the class action and be given the opportunity to opt out of the class if you wish.

DEFENDANTS' PROPOSAL:

If you have received this notice, Panera's records indicate that you are considered to be a member of the class and your rights may be affected by this lawsuit. The Class consists of individuals who are or were employed as "Joint Venture General Manager" ("JV GM") with Panera, or any affiliate or subsidiary of Panera; who signed a Joint Venture General Manager Compensation Plan, which can be located and produced in this litigation, and who received a capped JV GM Buyout payment

from Panera at any time during the period from October 29, 2009 through the date of trial (the “Class Period”). A “capped” JV GM Buyout payment is a JV GM Buyout payment made to an employee in an amount less than the total JV GM Buyout amount determined in accordance with Section 3(b) of the employee’s Joint Venture General Manager Compensation Plan with Panera. If you did not sign a written JV GM Compensation Plan between 2007 and 2010, or it cannot be located and produced in the litigation, you are NOT a Class Member.

Your Rights and Options as a Class Member

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

10. What happens if I do nothing?

You don’t have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. Participation in the class does not require you to provide any financial contribution for attorney fees and other expenses. Rather, if money or benefits are obtained, you will be entitled to share in the benefits of any judgment favorable to the class or in any settlement of the claims, after the deduction of attorneys’ fees and disbursements from the judgment amount or settlement fund.

Keep in mind that if you remain in the class, regardless of whether the Plaintiffs win or lose the trial or obtain a settlement, you will not be able to bring, or continue, your own individual lawsuit about the same legal claims that are the subject of this lawsuit, and will be bound by any unfavorable determination that may occur on these specific legal claims. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

In the event that the class action is successful, you will be entitled to share in the benefits of any judgment favorable to the class or in any settlement of the claims, after the deduction of attorneys’ fees and disbursements from the judgment amount or the settlement fund. Any settlement of this class action or any disbursements resulting from a favorable judgment will be supervised and must be approved by the Court.

11. Why would I ask to be excluded?

If you exclude yourself from the Class — which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class — you won’t get any money or

benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between Panera and the Plaintiffs. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

However, you may then be able to start your own lawsuit against Panera for these particular breach of contract and fraud claims. If you start your own lawsuit against Panera after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start your own lawsuit against Panera you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

If, before you receive this notice, you already have filed your own breach of contract or fraud claim against Panera based on a JV GM Compensation Plan executed between 2007 and 2010 and want to continue with it, you need to ask to be excluded from the Class.

12. How do I ask to be excluded from the Class?

If you do not wish to participate in the class action, then you may exclude yourself (that is, "opt out") by mailing to

PLAINTIFF'S PROPOSAL: Dennis Egan and Bert Braud of the Popham Law Firm, counsel for the class [Plaintiffs believe that, since the entire class is very narrowly defined, easily identified, and less than 100, a class administrator is an unnecessary expense to the class].

DEFENDANTS' PROPOSAL: [Insert contact information for a Class Administrator or the Clerk of the Court. Defendants' note that the Manual for Complex Litigation, Fourth, specifically provides that opt-out forms are typically filed with the Clerk, although in larger class actions the court can designate an administrator. See Manual for Complex Litigation, Fourth, § 21.321 at 298 (2004)]

, a written statement expressing your desire to be excluded from the class, including your full name (and former names, if any), current address, telephone number, and the dates of your employment with Panera. Any request to exclude yourself or opt out of the Class must be postmarked by _____, 20____, and must be addressed to:

PLAINTIFFS' PROPOSAL: Panera JV GM Buyout Class Action Litigation, c/o Popham Law Firm, Class Counsel, 712 Broadway, Ste. 100, Kansas City, MO 64105

DEFENDANTS' PROPOSAL: [Insert Class Administrator or Court Clerk contact information]

The Lawyers Representing You

13. Do I have a lawyer in this case?

Yes, unless you opt out. The Court has approved the following lawyers to represent you and other Class Members: Dennis Egan and Bert Braud, Popham Law Firm, 712 Broadway, Suite 100, Kansas City, Missouri 64105. These attorneys are called "Class Counsel." The Court has determined that they qualified to represent you and the other Class Members in this case. More information about this law firm and its lawyers' experience is available at www.pophamlaw.com.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

15. How will the lawyers be paid?

The Class Counsel will only be paid if the result of this lawsuit is successful, and such payment, if any, will be deducted from the total judgment amount or the settlement fund in an amount approved by the Court. In no event, however, will you be responsible for paying any attorney fees or other expenses. If the class action is not successful, the Class Counsel will not be paid.

Scheduled Trial and Further Proceedings

16. Is there a Trial or other Proceedings Scheduled?

A trial on the merits of the breach of contract and fraud claims is scheduled to be held before the Honorable Audrey G. Fleissig, United States District Judge, at the United States District Courthouse, United States District Court, Eastern District of Missouri, 111 South 10th Street, St. Louis, Missouri 63102 beginning on April 11, 2016. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Defendant are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

Should settlement be proposed and acceptable to the Class Representatives, notice of the proposed settlement will be published and provided to you, similar to this notice, and a hearing will be held by Judge Fleissig to consider the proposed settlement. The time and date of any such hearing will be communicated to you in advance.

Any member of the Class who does not request exclusion from membership in the Class as provided above and who takes no further action will be represented in this action by Class Counsel listed above, although persons may have their own counsel enter an appearance in the matter. The fees and costs of any counsel retained by an individual Class Member must be borne by such class member.

Should you opt out of the class at this time, you will not be eligible to participate in any settlement agreement or trial in this matter and will not be eligible to share in any settlement or favorable judgment. Only Class Members who remain in the class and do not exclude themselves as described above will be eligible to share in a potential favorable financial result.

17. Do I have to come to the trial?

PLAINTIFFS' PROPOSAL:

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and Panera will present the defenses. You or your own lawyer are welcome to come at your own expense.

***DEFENDANTS' PROPOSAL:* Delete this question and answer since there has been no determination by the Court that none of the class members will have to appear at trial, and the Class Representatives, who are class members, at minimum will be required to attend.**

Getting More Information

18. Are more details available?

For more information or if you have any questions, you may

***PLAINTIFFS' PROPOSAL:* contact Class Counsel by calling (816) 221-2288 or writing to Panera JV GM Buyout Class Action Litigation, c/o Popham Law Firm, Class Counsel, 712 Broadway, Suite 100, Kansas City, Missouri 64105.**

***DEFENDANTS' PROPOSAL:* [CONTACT THE ADMINISTRATOR AT**

_____ OR VISIT THE WEBSITE _____, where you will find copies of the Complaint, Amended Complaint, the Defendants' Answer to the Complaint and Amended Complaint, and the Court's Order certifying the Class].

PLAINTIFFS' PROPOSAL: Panera's counsel are not authorized by the Court to provide you with advice or information regarding your individual rights or participation in this case.

DEFENDANTS' PROPOSAL: Defendants disagree that the sentence immediately above is necessary or appropriate since it could be confusing to someone how elects to opt out.

Dated: _____

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