

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

MARK BOSWELL, et al.,)
)
 Plaintiffs,)
)
 v.) Case No. 4:14-CV-01833-AGF
)
 PANERA BREAD COMPANY, et al.,)
)
 Defendants.)

JUDGMENT

All claims against all parties being resolved,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Judgment is entered on behalf of Plaintiffs and against Defendant Panera, LLC on Count I; on behalf of Defendant Panera Bread Company and against Plaintiffs on Count I; and on behalf of both Defendants and against Plaintiffs on Counts II, III, and IV of Plaintiffs' amended complaint.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, with respect to the Judgment on behalf of Plaintiffs and against Defendant Panera, LLC on Count I:

I. Parties: "Plaintiffs" are Mark Boswell, David Lutton, Vickie Snyder, and the following persons to whom notice was directed pursuant to Federal Rule of Civil Procedure 23(c)(2) who have not requested exclusion:

All natural persons who were employed as "Joint Venture General Managers" ("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.

A list of Plaintiffs, identified by their JV GM number, can be found in Exhibit 1 to the parties’ Joint Stipulation Regarding Damages and Prejudgment Interest on Breach of Contract Claim (Doc. No. 258-1) and in Doc. No. 196.

II. Amount of Judgment: Pursuant to the parties’ Joint Stipulation Regarding Damages and Prejudgment Interest on Breach of Contract Claim (Doc. No. 258), Judgment is entered on behalf of Plaintiffs in the amount of **\$4,774,022**, representing Plaintiffs’ damages in the amount of \$3,838,302 and prejudgment interest in the amount of nine percent per annum, pursuant to Mo. Rev. Stat. § 408.020, beginning for each class member on the date he or she received a capped buyout payment from Panera, LLC and ending on the stipulated final judgment date of May 17, 2016.



AUDREY G. FLEISSIG
UNITED STATES DISTRICT JUDGE

Dated this 16th day of June, 2016.