

IN THE CIRCUIT COURT OF
ST. LOUIS COUNTY STATE OF MISSOURI

MAHASIN AHMAD, AARON
ASELTINE, and LISA LADSONSKI,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

PANERA BREAD COMPANY and
PANERA LLC,

Defendants.

CASE NO. 21SL-CC00593

**ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND CONDITIONAL CERTIFICATION OF THE
SETTLEMENT CLASS**

1. Plaintiffs Mahasin Ahmad, Aaron Aseltine, and Lisa Ladonski (“Plaintiffs”) and Defendants Panera Bread Company and Panera, LLC (“Panera”) (collectively, the “Parties”), by and through their respective counsel, have submitted a Class Action Settlement Agreement (the “Agreement”) and apply under Rule 52.08 for an order: (1) preliminarily approving the Class Action Settlement Agreement as fair, adequate, and reasonable to the Settlement Class, finding it to be within the range of possible final approval; (2) conditionally certifying the Settlement Class for settlement purposes only, appointing Plaintiffs Aaron Aseltine, Mahasin Ahmad, and Lisa Ladonski as Class Representatives, and appointing Kaliel Gold PLLC, Consumer Protection Legal, LLC, and Shamis & Gentile, P.A. as Class Counsel for the Settlement Class for settlement purposes only; (3) approving the forms of Class Notice and finding that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process; (4) directing that notice be provided to the

Settlement Class in accordance with the Class Action Settlement Agreement by the Notice Deadline; (5) establishing a procedure for persons in the Settlement Class to object to the Class Action Settlement Agreement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline; (6) approving the Claim Form and the Claims Process as set forth in the Class Action Settlement Agreement and set a deadline for the timely submission of claims; (7) barring all persons in the Settlement Class from commencing or prosecuting against any of the Released Parties any action asserting any of the Released Claims pending Final Approval of the Settlement; (8) staying all proceedings in the Action except those related to the effectuation of the Class Action Settlement Agreement; and (9) scheduling the Fairness Hearing on Final Approval of the Class Action Settlement Agreement, which shall be one hundred and fifty (150) days after Preliminary Approval, or such other date ordered by the Court (the “Motion”).

ACCORDINGLY, IT IS HEREBY ORDERED:

This Court conducted a hearing on the Motion on December 12, 2023. Upon consideration and review of the proposed Settlement, the Court hereby orders:

2. This Order incorporates, as if fully set forth herein, the definitions contained in the Class Action Settlement Agreement entered by the Parties.

3. This Court has jurisdiction over the Class Representatives and Panera in the above captioned case.

4. The Court finds that, solely for the purposes of settlement and notice, the requirements of Missouri Rule 52.08 have been met, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, as there are millions of class members;

- b. There are questions of law and fact common to the Settlement Class based upon the claims raised in the Action;
- c. The Class Representatives' claims are typical of the claims of the Settlement Class;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class;
- e. Questions of law and fact common to the class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

5. The Court therefore **CERTIFIES** the following Settlement Class for settlement purposes only:

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.

6. This Court finds that the Agreement on its face appears to have been negotiated at arm's-length and further finds that the terms of the Agreement are within the range of a fair, reasonable, and adequate settlement between the Settlement Class and Panera under the circumstances of this case. The Court therefore preliminarily approves the Agreement and directs the Parties to the Agreement to perform and satisfy the terms and conditions of the Agreement that are triggered by such preliminary approval.

7. Mahasin Ahmad, Aaron Aseltine, and Lisa Ladonski are hereby appointed as Class Representatives of the Settlement Class.

8. KalielGold PLLC, Consumer Protection Legal, LLC, Shamis & Gentile, P.A., are hereby appointed Class Counsel for the Settlement Class.

9. Pursuant to Rule 52.08, a fairness hearing shall be held before this Court at **9:00 a.m. on May 31, 2024**, at the Circuit Court of St. Louis County, Missouri or via video for the purpose of considering: (a) whether the Agreement should be finally approved as fair, reasonable, and adequate; (b) whether a final judgment should be entered thereon; and (c) whether Class Counsel's application for attorneys' fees, costs, Administration Costs, and Service Awards for the Class Representatives should be approved by the Court. Plaintiffs will file their Motion for Final Approval no later than thirty (30) days before the Fairness Hearing. Similarly, Plaintiffs will file their motion for an award of attorneys' fees, costs, Administration Costs, and Service Awards no later than thirty (30) days before the Fairness Hearing.

10. The Court approves the proposed Notices of the Settlement in the form of Exhibits 1 and 2 attached to the Settlement Agreement attached to the Suggestions in Support of Plaintiffs' Motion for Preliminary Approval as Exhibit A. The Notices reasonably inform the Settlement Class of the essential features of the Action, the terms of the proposed Settlement, and their rights with respect thereto.

11. In addition, the Court approves the proposed Claim Form in the form of Exhibit 3 attached to the Settlement Agreement attached to the Suggestions in Support of Plaintiffs' Motion for Preliminary Approval as Exhibit A. The Claim Form is reasonable and is not overly burdensome for Class Members to complete. It requests relevant information needed to determine the validity of Class Members' claim to a Settlement Award. In addition, the proposed period for submission of a claim for a Settlement Award is reasonable and provides Settlement Class Members ample time to complete and submit the Claim Form.

12. The Court appoints Kroll Settlement Administration to serve as the Class Action Settlement Administrator overseeing the Settlement. Plaintiffs are hereby directed to require the Class Action Settlement Administrator to distribute the Notice and Claim Form in accordance with the Agreement, on a date commencing no later than thirty (30) days from the entry of this Order. Furthermore, the Class Action Settlement Administrator is directed to establish and maintain a Settlement Website in conformity with the Agreement.

13. The Court's approval of the Notices and Claim Form is approval of the materials in substantially the same form as that presented to the Court. The Court acknowledges that the Class Action Settlement Administrator may need to make typesetting, formatting, or other non-material adjustments to conform to its practices. The Parties are authorized to confer on such changes and jointly approve them without the Court's involvement, provided that the Notices and Claim Form still materially conform to those versions presented to the Court. If the Parties cannot agree on any proposed formatting or non-material changes, then the Court will resolve the dispute.

14. The Court finds that, under the circumstances, the distribution of notice described herein constitutes the best notice practicable to inform Settlement Class Members of the Fairness Hearing, the proposed Settlement, Class Counsel's application for attorneys' fees, costs, and other matters set forth in the Notice, and that the Notice fully complies with the requirements of the Missouri Rules of Civil Procedure and Due Process and is due and sufficient notice to all persons entitled to notice of the Settlement. This Notice procedure, as contemplated by this Order, is reasonably calculated to communicate actual notice of the litigation and the proposed Settlement to Settlement Class Members.

15. The Class Action Settlement Administrator shall email each member of the Settlement Class (in accordance with the Agreement) no later than thirty (30) days after the date

of this Order, a copy of the Electronic Mail Notice in the form attached as Exhibit 1 to the Settlement Agreement attached to the Suggestions in Support of Plaintiffs' Motion for Preliminary Approval as Exhibit A. The Electronic Mail Notice will include a direct hyperlink to the Claim Form.

16. Any person falling within the definition of the Settlement Class may, upon the person's request, be excluded from the Settlement. Any such person must submit a request for exclusion by the Objection/Exclusion Deadline. Requests for exclusion must include: (1) the Settlement Class Member's name, address, and phone number; (2) be personally signed and/or e-signed by the Settlement Class Member; and (3) include the statement "I/we request to be excluded from the class settlement in *Ahmad v. Panera*." Settlement Class Members who submit a timely and valid request for exclusion from the Settlement Class shall not participate in and shall not be bound by the Agreement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Notice shall be bound by all determinations and judgments in the Action concerning the Agreement.

17. Any person falling within the definition of the Settlement Class who does not request exclusion in the manner set forth above can object to the Agreement by submitting a written objection to the Class Action Settlement Administrator by the Objection/Exclusion Deadline. All written objections and supporting papers must: (1) clearly identify the case name and number; and (2) be submitted to the Class Action Settlement Administrator at the addresses listed in the Class Notice. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support

of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) 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 (8) the signature of the Settlement Class Member and her or his counsel, if any. Should any timely filed objections meeting the required procedure be submitted, Class Counsel must file any responses to any written objections at least fourteen (14) calendar days before the Fairness Hearing.

18. Any Settlement Class Member who does not submit a written objection to the Agreement, or to Class Counsel's application for attorneys' fees, costs, Administration Costs, and Service Awards for the Class Representatives, in accordance with the procedure set forth in the Agreement and in this Order, shall be deemed to have waived his or her objections and forever be barred from making any such objections in the Action or in any other Action or proceeding concerning the Released Claims.

19. This Court finds that Panera's revised pricing disclosures made on the Panera App and Panera website to state expressly that menu prices may be higher for delivery orders confer a substantial benefit upon current and future users of Panera's delivery service, in that it results in a fairer and more transparent marketplace for consumers nationwide.

20. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn, continue, or reconvene the Fairness Hearing without further notice to the Settlement Class, and the Court may consider and grant final approval of the Agreement, with or without minor modifications and without further notice to the Class.

21. In the event that the Settlement is not finally approved by the Final Approval Order (as that term is defined in the Agreement) in complete accordance with the terms of the Agreement,

then this Preliminary Approval Order shall be rendered null and void and be vacated, and the Agreement shall be rendered null and void in accordance with the Agreement.

22. The Court retains continuing jurisdiction over the Parties and the Action to consider all further applications arising out of or connected with the proposed Agreement.

23. In further aid of the Court's jurisdiction to implement and enforce the Settlement, Plaintiffs and all Settlement Class Members shall be enjoined from commencing or prosecuting against any of the Released Parties any action asserting any of the Released Claims pending Final Approval of the Settlement.

WHEREFORE, for the reasons set forth herein, Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Conditional Certification of the Settlement Class is **GRANTED**.

SO ORDERED:


Judge Division 2