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**SUPPLEMENTAL ADDENDUM TO**  
**JOINT STIPULATION OF CLASS SETTLEMENT AND RELEASE**

This Supplemental Addendum to the Joint Stipulation of Class Settlement and Release (the “Supplemental Addendum”) is made and entered into by and between: (a) Plaintiff VICTOR MARQUEZ (“Plaintiff” or “Class Representative”), on behalf of himself and each member of the proposed “Settlement Class”; and (b) Defendant PANERA, LLC dba PANERA BREAD (“Defendant”) (collectively with Plaintiff, the “Parties”).

WHEREAS, on November 5, 2025, the Parties entered into the Joint Stipulation of Class Settlement and Release (“Settlement Agreement”).

WHEREAS, on May 2, 2025, Plaintiff filed the Motion for Preliminary Approval of Class Action Settlement.

WHEREAS, on May 23, 2025, the Court provided its tentative ruling (the “Ruling”) in connection with the motion for preliminary approval. The Ruling requires that the Settlement Agreement be amended such that any unclaimed funds remaining 180 days after the checks’ issue date (the “Residual”) be provided to a *cy pres* beneficiary consistent with Cal. Civ. Proc. Code §384.

WHEREAS, the Bay Area Legal Aid is a legal aid organization that provides qualifying low-income individuals in the San Francisco Bay Area with free counsel and advice in numerous languages on a range of civil legal issues.

WHEREAS, Bay Area Legal Aid meets the criteria of Cal. Civ. Proc. Code §384 to be a *cy pres* recipient;

WHEREAS, neither Party, nor his or its respective counsel have any interest in or relationship with the Bay Area Legal Aid.

WHEREAS, counsel for the Parties will separately request that the Court approve Bay Area Legal Aid as the *cy pres* recipient;

NOW, THEREFORE, the Parties hereby agree as follows:

Effective upon the Court’s approval, the Supplemental Addendum amends the Settlement Agreement by deleting Paragraph 41 of the Settlement Agreement in its entirety and replacing it with the following:



1           “41.    Uncashed Checks: Any checks issued to Participating Class Members shall remain valid and  
 2 negotiable for one hundred and eighty (180) calendar days from the date of their issuance. For any check  
 3 not cashed after 180 calendar days, the Settlement Administrator shall cancel the check and remit  
 4 the funds to Bay Area Legal Aid. The Parties represent that they do not have an interest in the  
 5 governance or work of Bay Area Legal Aid. Should a conflict of interest or any other issue lead to  
 6 the disapproval of Bay Area Legal Aid as a Cy Pres Recipient, the Parties will meet and confer as to  
 7 a suitable replacement. In compliance with California Code of Civil Procedure. § 384, after all  
 8 amounts paid to Participating Class Members have been made, the Settlement Administrator shall provide a  
 9 report to the Parties at the conclusion of the 180 calendar day check cashing period including the amount at  
 10 issue, and if there are any remaining unclaimed funds, the Court shall amend the final class judgment to  
 11 provide for the distribution of any unclaimed funds to Bay Area Legal Aid.”

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13 The Parties hereby execute this Supplemental Addendum:

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**PLAINTIFF**

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

\_\_\_\_\_  
Plaintiff Victor Marquez

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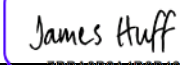
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**DEFENDANT:**

PANERA, LLC dba PANERA BREAD

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Dated: 6/24/2025 \_\_\_\_\_

Signed By:  
  
 \_\_\_\_\_  
 James Huff

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\_\_\_\_\_  
Please Print Name of Authorized Signatory

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23 APPROVED AS TO FORM ONLY:

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

**LAVI & EBRAHIMIAN LLP**

*VINCENT GRANBERRY*

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\_\_\_\_\_  
 Joseph Lavi, Esq.  
 Vincent C. Granberry, Esq.  
 Jovahn Wiggins, Esq.  
 Eric J. Naessig, Esq.  
 Attorneys for Plaintiff and Class Members

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**WILSON, ELSER, MOSKOWITZ, EDELMAN &  
DICKER LLP**

Dated: June 24, 2025

  
\_\_\_\_\_  
Madonna Herman, Esq.  
Audrey Tam, Esq.  
Attorneys for Defendant