

IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI

NICHOLAS CAHILL, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

NESTLE USA, INC., a Delaware corporation,

Defendant.

Case No. _____

CLASS ACTION PETITION

JURY TRIAL DEMAND

PETITION AND JURY DEMAND – CLASS ACTION

Plaintiff Nicholas Cahill (“Plaintiff”), individually and on behalf of all others similarly situated, alleges the following facts and claims upon personal knowledge, investigation of counsel, and information and belief.

NATURE OF THE CASE

1. “Informed consumers are essential to the fair and efficient functioning of a free market economy. Packages . . . should enable consumers to obtain accurate information as to the quantity of the contents and should facilitate value comparisons.” 15 U.S.C.A. § 1451.

2. Plaintiff brings this class-action lawsuit against NESTLE USA, INC. based on Defendant’s misleading, deceptive and unlawful conduct in the packaging, marketing and labeling of its Coffee mate® powder coffee creamer products, including but not limited to the following flavors: Caramel Latte; Vanilla Caramel; Chocolate Crème; Hazelnut; French Vanilla; and The Original, (collectively referred to herein as “Products” or a “Product”).

3. The front-facing, primary display panel of the Products prominently represents that each Product contains up to “[a certain number of] servings” of coffee creamer.

4. Based on these representations, reasonable consumers believe that the Products contain a sufficient amount of coffee creamer to make the stated number of servings.

5. Contrary to these representations, however, the Products contain nowhere near enough coffee creamer to make the represented number of servings when following Defendant's "Serving Size" instructions ("Instructions") on the labels of the Products.

6. Independent expert testing demonstrates that the Products contain between a 9% to 46% deficiency in the total number of servings when following the Instructions on the Products' labels.

7. In purchasing the Products, consumers were injured and were denied the benefit of the bargain between what was represented and what was received.

8. Consumers would not have purchased the Products, or would have purchased them on different terms, had they known the truth about the Products, including that they would yield between 9%-46% fewer servings of coffee creamer than the number of servings of coffee creamer Defendant represents on the Products' labels.

9. Accordingly, Plaintiff brings this action on behalf of himself, and all others similarly situated, to recover damages for Defendant's false, deceptive, and misleading conduct. As set forth below, Plaintiff seeks certification of a Missouri Class. Plaintiff seeks damages, reasonable attorneys' fees and costs, and disgorgement of all benefits Defendant has enjoyed from its unlawful and deceptive business practices, as detailed herein. Plaintiff makes these allegations based on his personal knowledge as to himself and his own acts and observations and, otherwise, on information and belief based on investigation of counsel.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the minimum jurisdictional limits of the Court. Plaintiff believes and alleges that the total value of his individual claim is at most equal to the refund of the purchase price he paid for the Products.

11. This Court has personal jurisdiction over Defendant pursuant to § 506.500, RSMo., as Defendant has had more than sufficient minimum contact with the State of Missouri and has availed itself of the privilege of conducting business in this state. Additionally, and as explained below, Defendant has committed affirmative tortious acts within the State of Missouri that give rise to civil liability, including distributing and selling the misbranded Products throughout the State of Missouri.

12. Plaintiff is a resident of Rolla, Missouri (Phelps County) who purchased the Products in Rolla, Missouri during the class period, as described herein.

13. Venue is proper in this forum pursuant to §§ 508.010 and 407.025.1, RSMo., because transactions complained of occurred in Phelps County, Missouri and Plaintiff was injured in Phelps County, Missouri.

PARTIES

1. Plaintiff Nicholas Cahill is a resident of Phelps County, Missouri. Plaintiff purchased Defendant's Products on multiple occasions during the Class Period, including on October 6, 2021, when he purchased Coffee mate® coffee creamer in the original flavor bearing the representation that it contained 311 servings from Price Chopper located in Rolla, Missouri. Plaintiff purchased the Products for personal, family, or household purposes. Plaintiff's claims are typical of all Class members in this regard. In addition, the advertising and labeling on the package of the Products purchased by Plaintiff, including the representation, is typical of the advertising, labeling, and representation of the Products purchased by members of the Class.

2. Defendant Nestle, USA, Inc. is a Delaware corporation, which at all times material hereto was conducting business in the United States, including in Missouri, through its services as a supplier to various stores in Missouri and by maintaining agents for the customary

transaction of business in the State of Missouri. On information and belief, Defendant Nestle USA, Inc. manufactured one or more of the Products at issue in this Action.

3. Defendant and its agents manufactured, promoted, marketed, and sold the Products at issue in this jurisdiction and in this judicial district. The unfair, unlawful, deceptive, and misleading advertising and labeling of the Products was prepared and/or approved by Defendant and its agents and was disseminated by Defendant and its agents through labeling and advertising containing the misrepresentations and omissions alleged herein.

FACTUAL ALLEGATIONS

A. The Products are falsely and misleadingly labeled and advertised

4. Defendant manufactures, labels, markets, promotes, advertises, and sells the Products.

5. On the front of the Products' packaging, Defendant represents that its Products contain a certain number of servings, including that the Caramel Latte, Chocolate Crème, Hazelnut, Vanilla Caramel, and French Vanilla flavored Products contain "140 servings" and "210 servings", and that The Original flavored Products contain "226 servings," "311 servings," "500 servings," and "790 servings." The following images depict the Products, including the Products purchased by Plaintiff.









6. The front labels of the Products prominently represent that the Products contain “[a certain number of] Servings.”

7. The back label of the Products provides Instructions for measuring the “Serving Size” and state “1 tsp (2g)”.

Nutrition Facts	
About 140 servings per container	
Serving size 1 tsp (2g)	
Amount per serving	
Calories	15
% Daily Value	
Total Fat 1g	1%
Saturated Fat 1g	5%
<i>Trans Fat</i> 0g	
Cholesterol 0mg	0%
Sodium 5mg	0%
Total Carbohydrate <1g	0%
Total Sugars 0g	
Includes 0g Added Sugars 0%	
Protein 0g	
Not a significant source of dietary fiber, vitamin D, calcium, iron, and potassium.	

Nutrition Facts	
About 210 servings per container	
Serving size 1 tsp (2g)	
Amount per serving	
Calories	15
% Daily Value	
Total Fat 0.5g	1%
Saturated Fat 0.5g	3%
<i>Trans Fat</i> 0g	
Cholesterol 0mg	0%
Sodium 5mg	0%
Total Carbohydrate 2g	1%
Total Sugars 2g	
Incl. 2g Added Sugars 4%	
Protein 0g	
Not a significant source of dietary fiber, vitamin D, calcium, iron, and potassium.	

Nutrition Facts	
About 311 servings per container	
Serving size 1 tsp (2g)	
Amount per serving	
Calories	10
% Daily Value	
Total Fat 0.5g	1%
Saturated Fat 0.5g	3%
<i>Trans Fat</i> 0g	
Cholesterol 0mg	0%
Sodium 5mg	0%
Total Carbohydrate 1g	0%
Total Sugars 0g	
Incl. 0g Added Sugars 0%	
Protein 0g	
Not a significant source of polyunsaturated fat, monounsaturated fat, dietary fiber, vitamin D, calcium, iron, and potassium.	

Nutrition Facts	
About 500 servings per container	
Serving size 1 tsp (2g)	
Amount per serving	
Calories	10
% Daily Value	
Total Fat 0.5g	1%
Saturated Fat 0.5g	3%
<i>Trans Fat</i> 0g	
Cholesterol 0mg	0%
Sodium 5mg	0%
Total Carbohydrate 1g	0%
Total Sugars 0g	
Includes 0g Added Sugars 0%	
Protein 0g	
Not a significant source of polyunsaturated fat, monounsaturated fat, dietary fiber, vitamin D, calcium, iron, and potassium.	



8. Contrary to these label representations, the Products do not contain anywhere near enough coffee creamer to provide the stated number of servings.

9. According to independent expert testing, the Products contain between a 9% to 46.86% deficiency in the total number of servings of coffee creamer when following the Products' Instructions.

10. According to expert testing, the Caramel Latte Flavored Product bearing the representation that it has "140 Servings" of coffee creamer produced only 115.3 servings of coffee creamer according to the Instructions, and therefore contained a 17.64% deficiency in the number of servings.

11. According to expert testing, the Vanilla Caramel Flavored Product bearing the representation that it has "140 Servings" of coffee creamer produced only 127.4 servings of coffee creamer according to the Instructions, and therefore contained a 9% deficiency in the number of servings.

12. According to expert testing, the Chocolate Crème Flavored Product bearing the representation that it has “210 Servings” of coffee creamer produced only 111.6 servings of coffee creamer according to the Instructions, and therefore contained a 46.86% deficiency in the number of servings.

13. According to expert testing, the Hazelnut Flavored Product bearing the representation that it has “210 Servings” of coffee creamer produced only 131.2 servings of coffee creamer according to the Instructions, and therefore contained a 37.52% deficiency in the number of servings.

14. According to expert testing, the French Vanilla Flavored Product bearing the representation that it has “210 Servings” of coffee creamer produced only 117.9 servings of coffee creamer according to the Instructions, and therefore contained a 43.86% deficiency in the number of servings.

15. According to expert testing, The Original, 16 oz. Product bearing the representation that it has “226 Servings” of coffee creamer produced only 175.9 servings of coffee creamer according to the Instructions, and therefore contained a 22.17% deficiency in the number of servings.

16. According to expert testing, The Original, 22 oz. Product bearing the representation that it has “311 Servings” of coffee creamer produced only 238.4 servings of coffee creamer according to the Instructions, and therefore contained a 23.34% deficiency in the number of servings.

17. According to expert testing, The Original, 35.3 oz. Product bearing the representation that it has “500 Servings” of coffee creamer produced only 385.9 servings of coffee creamer according to the Instructions, and therefore contained a 23.34% deficiency in the

number of servings.

18. Based on the Product purchased, consumers may receive at most 91% of the number of servings represented on the front label or may be deprived of as much as 53.14% of the Product they paid to receive.

19. Accordingly, the number of servings representation, which is displayed on each of the Products' labels, is false, misleading, and deceptive.

20. Furthermore, the representations that the Product has up to [a certain number of] servings of coffee creamer are uniformly, consistently, and prominently displayed on the packaging of the Products and are untrue, misleading, and deceptive to reasonable consumers, including Plaintiff and members of the Class.

21. Based on Defendant's uniform material misrepresentations and omissions, consumers have purchased the Products to their detriment.

B. Plaintiff Purchased the Misbranded Products to his Detriment

22. As set forth herein, Plaintiff purchased the Products for personal and family use.

23. Plaintiff reasonably believed that he was purchasing Products containing the represented number of servings of coffee creamer.

24. Defendant knew or should have known that reasonable consumers would consider the number of serving representations material in deciding to purchase the Products.

25. Defendant's serving size representations are false, misleading, and reasonably likely to mislead reasonable consumers.

26. At the time Plaintiff purchased the Products, Plaintiff did not know, and had no reason to know, that the Products' labels and advertising were misleading, deceptive, and unlawful as set forth herein. Plaintiff would not have purchased the Products or would have purchased them on different terms if he had known the truth.

27. Plaintiff suffered injury in fact and an ascertainable loss as a result of Defendant's unlawful conduct, including because the value of the Products as purchased was less than the value of the Products as represented.

28. It is possible, however, that Plaintiff would purchase the Products in the future if the Products were truthfully labeled and represented.

CLASS DEFINITION

29. Plaintiff hereby re-alleges and incorporates the foregoing allegations as if set forth herein in their entirety.

30. Plaintiff seeks to represent the following Class:

All citizens of Missouri who, within the five years preceding the filing of the Complaint, purchased Defendant's Products.

31. Excluded from the Class are: (a) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; (b) any entity in which Defendant has a controlling interest, to include, but not limited to, their legal representative, heirs, and successors; (c) all persons who are presently in bankruptcy proceedings or who obtained a bankruptcy discharge in the last three years; and (d) any judicial officer in the lawsuit and/or persons within the third degree of consanguinity to such judge.

CLASS ALLEGATIONS

32. Plaintiff hereby re-alleges and incorporates the foregoing allegations as if set forth herein in their entirety.

33. Upon information and belief, the Class consists of hundreds of thousands of purchasers in the State of Missouri. Accordingly, it would be impracticable to join all members of the Class before the Court.

34. There are numerous and substantial questions of law or fact common to all members of the Class that predominate over any individual issues. Included within the common questions of law or fact are:

- a. Whether Defendant made misrepresentations and false statements in violation of Missouri law;
- b. Whether Defendant engaged in unfair practices in violation of Missouri law;
- c. Whether Defendant engaged in concealment or omission of any material fact in violation of Missouri law;
- d. Whether Plaintiff and the Class are entitled to equitable and/or injunctive relief;
- e. Whether Plaintiff and Class members have sustained damages as a result of Defendant's unlawful conduct; and
- f. The proper measure of damages sustained by Plaintiff and Class members.

35. Plaintiff's claims are typical of the claims of members of the Class, in that he shares the above-referenced facts and legal claims or questions with members of the Class, there is a sufficient relationship between the damage to Plaintiff and Defendant's conduct affecting members of the Class, and Plaintiff has no interests adverse to the interests of other members of the Class.

36. Plaintiff will fairly and adequately protect the interests of members of the Class and has retained counsel experienced and competent in the prosecution of complex class actions including complex questions that arise in consumer protection litigation.

37. A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable and no

other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

38. The claims presented in this case predominate over any questions of law or fact, if any exists at all, affecting any individual member of the Class;

39. Absent a Class, the members of the Class will continue to suffer damage and Defendant's unlawful conduct will continue without remedy while Defendant profits from and enjoys its ill-gotten gains;

40. Given the size of individual Class members' claims, few, if any, members could afford to or would seek legal redress individually for the wrongs Defendant committed against them, and absent members have no substantial interest in individually controlling the prosecution of individual actions;

41. When the liability of Defendant has been adjudicated, claims of all members of the Class can be administered efficiently and/or determined uniformly by the Court; and

42. This action presents no difficulty that would impede its management by the Court as a class action which is the best available means by which Plaintiff and members of the Class can seek redress for the harm caused to them by Defendant.

43. Because Plaintiff seeks relief for all members of the Class, the prosecution of separate actions by individual members would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant.

44. Further, bringing individual claims would overburden the Courts and be an inefficient method of resolving the dispute, which is the center of this litigation. Adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the

interest of other members of the Class who are not parties to the adjudication and may impair or impede their ability to protect their interests. As a consequence, class treatment is a superior method for adjudication of the issues in this case.

FIRST CLAIM FOR RELIEF
Violation of Missouri’s Merchandising Practices Act
Misrepresentations and False Statements
(for Plaintiff and the Class)

45. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

46. The MMPA “is designed to regulate the marketplace to the advantage of those traditionally thought to have unequal bargaining power as well as those who may fall victim to unfair practices.” *Huch v. Charter Commc’ns Inc.*, 290 S.W. 3d 721, 725 (Mo. banc. 2009). The MMPA provides that it is unlawful to “act, use or employ . . . deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce” § 407.020.1, RSMo.

47. The MMPA applies to acts committed “before, during or after the sale, advertisement or solicitation” of merchandise, and provides a cause of action for “any person who purchases or leases merchandise primarily for personal, family or household purposes.” Section 407.020 is intended to supplement the definitions of common law fraud to “preserve fundamental honesty, fair play and right dealings in public transactions.”

48. Defendant’s conduct as described above constitutes the act, use or employment of deception, fraud, false pretenses, false promises, misrepresentation, unfair practices and/or the concealment, suppression, or omission of any material facts in connection with the sale or advertisement of any merchandise in trade or commerce in that Defendant makes materially false

representations and omissions with regard to the number of servings of coffee creamer contained in and produced by the Products.

49. In violation of the MMPA, Defendant employed fraud, deception, false promise, misrepresentation and/or the knowing concealment, suppression, or omission of material facts in its manufacture, sale, and advertisement of the Products.

50. Plaintiff purchased the Products for personal, family, or household purposes.

51. Plaintiff suffered an ascertainable loss as a result of Defendant's unlawful conduct because the actual value of the Products as purchased was less than the value of the Products as represented.

52. Plaintiff is also entitled to recover attorney fees as authorized by § 407.025.

SECOND CLAIM FOR RELIEF
Violation of Missouri's Merchandising Practices Act
Unfair Practice, 15 CSR 60-8.020
(for Plaintiff and the Class)

53. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

54. The MMPA prohibits as an unlawful practice the act, use or employment of any "unfair practice" in connection with the sale or advertisement of any merchandise in trade or commerce. § 407.020.1, RSMo.

55. "Unfair practice" is defined as "any practice which –

(A) Either

1. Offends any public policy as it has been established by the Constitution, statutes or common law of this state, or by the Federal Trade Commission, or its interpretive decisions; or

2. Is unethical, oppressive or unscrupulous; and

(B) Presents a risk of, or causes, substantial injury to consumers.

15 CSR 60-8.020.

56. Defendant's actions, as alleged herein, constitute an unfair practice.

57. Plaintiff purchased the Products for personal, family, or household purposes.

58. Plaintiff suffered an ascertainable loss as a result of Defendant's unlawful conduct because the actual value of the Products as purchased was less than the value of the Products as represented.

59. Plaintiff is also entitled to recover attorney fees as authorized by § 407.025.

THIRD CLAIM FOR RELIEF
Violation of Missouri's Merchandising Practices Act
Concealment or Omission of any Material Fact, 15 CSR 60-9.110
(for Plaintiff and the Class)

60. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

61. The MMPA prohibits as an unlawful practice the act, use or employment of the "concealment, suppression or omission of any material fact" in connection with the sale or advertisement of any merchandise in trade or commerce. §407.020.1, RSMo.

62. A "material fact" is defined as "any fact which a reasonable consumer would likely consider to be important in making a purchasing decision, or which would be likely to induce a person to manifest his/her assent, or which the seller knows would be likely to induce a particular consumer to manifest his/her assent, or which would be likely to induce a reasonable consumer to act, respond or change his/her behavior in any substantial manner." 15 CSR 60-9.010(1)(C).

63. "Concealment of a material fact" is defined as "any method, act, use or practice which operates to hide or keep material facts from consumers." 15 CSR 60-9.110(1).

64. "Omission of a material fact" is defined as "any failure by a person to disclose

material facts known to him/her, or upon reasonable inquiry would be known to him/her.” 15
CSR 60-9.110(3).

65. Defendant’s actions as alleged herein constituted the concealment and omission of material facts. Among other things, and as described herein, Defendant concealed and omitted the material fact that the Products contain substantially less coffee creamer than represented.

66. Plaintiff purchased the Products for personal, family, or household purposes.

67. Plaintiff suffered an ascertainable loss as a result of Defendant’s unlawful conduct because the actual value of the Products as purchased was less than the value of the Products as represented.

68. Plaintiff is also entitled to recover attorney fees as authorized by § 407.025.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment (for Plaintiff and the Class)

69. Plaintiff repeats and re-allege the allegations of the preceding paragraphs as if fully set forth herein.

70. By purchasing the Products, Plaintiff and members of the Class conferred a benefit on Defendant in the form of the purchase price of the Products.

71. Defendant has knowledge of such benefits.

72. Defendant appreciated the benefit because, were consumers not to purchase the Products, Defendant would not generate revenue from the sales of the Products.

73. Defendant’s acceptance and retention of the benefit is inequitable and unjust because the benefit was obtained by Defendant’s fraudulent and misleading representations and omissions.

74. Equity cannot in good conscience permit Defendant to be economically enriched

for such actions at Plaintiff's and members of the Class' expense, and therefore restitution and/or disgorgement of such economic enrichment is required.

FIFTH CLAIM FOR RELIEF
Breach of Express Warranty
(for Plaintiff and the Class)

75. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

76. By advertising and selling the Products at issue, Defendant made promises and affirmations of fact on the Products' packaging and labeling, as described herein. This labeling and advertising constitute express warranties and became part of the basis of the bargain between Plaintiff and members of the Class, and Defendant.

77. Defendant, through its advertising and labeling, created express warranties that the Products comport with the label representations. Specifically, Defendant created express warranties that the Products contain sufficient coffee creamer to provide the stated number of servings of coffee creamer.

78. The express warranties appear on all Product labels and specifically relate to the goods being sold.

79. Despite Defendant's express warranties about the nature of the Products, the Products do not comply with Defendant's representations. Thus, the Products were and are not what Defendant represented them to be.

80. Accordingly, Defendant breached express warranties about the Products and their qualities because the Products do not conform to Defendant's affirmations and promises.

81. Plaintiff provided Defendant with pre-suit notice of the breach of warranty.

82. Plaintiff and members of the Class purchased the Products.

83. As a direct and proximate result of Defendant's breach of express warranty, Plaintiff and members of the Class were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiff and members of the Class have suffered and continue to suffer economic losses and other general and specific damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF
Breach of Implied Warranty
(for Plaintiff and the Class)

84. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set forth herein.

85. By advertising and selling the Products at issue, Defendant made implied promises and affirmations of fact concerning the Products, as described herein. These implied warranties became part of the basis of the bargain between Plaintiff and members of the Class, and Defendant.

86. Defendant, through its advertising and labeling, impliedly warranted that the Products comport with the label representations, that the label representations are accurate, and that the Products contain sufficient coffee creamer to provide the stated number of servings of coffee creamer.

87. Defendant breached the warranty implied in the contract for the sale of the Products because the Products cannot pass without objection in the trade under the contract description, the Products were not of fair average quality within the description, and the Products were not as represented. As a result, Plaintiff and Class members did not receive the goods as impliedly warranted by Defendant to be merchantable.

88. At the time of purchase, Plaintiff and members of the Class did not know, and had no reason to know, that the Products were not as they were warranted to be.

89. Defendant knew that the Products were not as they were warranted to be.

90. Plaintiff and members of the Class purchased the Products.

91. Plaintiff provided Defendant with pre-suit notice of the breach of warranty.

92. As a direct and proximate result of Defendant's breach of implied warranty, Plaintiff and members of the Class were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiff and members of the Class have suffered and continue to suffer economic losses and other general and specific damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all similarly situated persons, seeks judgment against Defendant, as follows:

- a. For an order certifying the Class; naming Plaintiff as representative of the Class;
- b. For an order declaring that Defendant's conduct violates the statutes and laws referenced herein;
- c. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- d. For an order awarding all compensatory damages, in an amount to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;

- f. For interest on the amount of any and all economic losses, at the prevailing legal rate;
- g. For an order of restitution and all other forms of equitable monetary relief;
- h. For an order requiring Defendant to cease and desist from selling its misbranded Products in violation of law; enjoining Defendant from continuing to label, market, advertise, distribute, and sell the Products in the unlawful manner described herein; and ordering Defendant to engage in corrective action;
- i. For an order awarding Plaintiff and the Class their reasonable attorneys' fees, expenses and costs of suit; and
- j. For all such other and further relief as may be just and proper.

Dated this 2nd day of September, 2022.

NICHOLAS CAHILL, Individually, and on Behalf of the
Class of Similarly Situated Individuals, Plaintiff

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