

(English and Spanish language versions available)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU PURCHASED CERTAIN COFFEE MATE® POWDER CREAMER PRODUCT(S) BETWEEN JANUARY 1, 2017, AND DECEMBER 8, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A court authorized this notice.

You are not being sued. This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in a class action lawsuit (the “lawsuit”) called *Nicholas Cahill v. Nestle USA, Inc.*, pending in Phelps County Circuit Court, Missouri. The lawsuit alleges that (i) the Label on certain Coffee mate® powder coffee creamer Products manufactured by Nestle USA, Inc. states that the Products are capable of making up to a specified number of servings, and (ii) the Products do not always yield the represented number of servings when consumers follow the “Serving Size” instructions on the Label. Accordingly, the lawsuit alleges that the Products were inaccurately Labeled. The plaintiff has yet to prove any of its allegations in court. Nestle USA, Inc. denies these allegations and asserts that its Labeling and marketing is truthful, accurate, and FDA compliant. However, Nestle USA, Inc. has settled this case to avoid the expense and disruption associated with further litigation.
- You are included in the Settlement if, between January 1, 2017, and December 8, 2022, you purchased for personal use (*i.e.*, not for resale) at least one or more specific Coffee mate® brand powder coffee creamer Products manufactured by Nestle USA, Inc.
- The list attached as Exhibit A contains the Coffee mate® brand powder coffee creamer Products that are included in the Settlement.
- To Settle the lawsuit, Nestle USA, Inc. has agreed to:
 - Make changes to the Label on certain Products; and
 - Provide a Maximum Settlement Amount of \$10,000,000 to pay the following: Valid Claims to individuals who live in the United States and purchased certain Coffee mate® brand powder coffee creamer Products for personal use during the Class Period, Attorneys’ Fees and Costs, and Class Representatives Service Awards. If the Valid Claims made, the Attorneys’ Fees and Costs, and Class Representatives Service Awards in the aggregate exceed the Maximum Settlement Amount, then the Benefits paid for Valid Claims will be reduced, pro rata.
 - Pay reasonable Administration Expenses.

Your legal rights will be affected regardless of whether you do or do not act. Read this Notice carefully.

This Notice explains the following rights and options—**and the deadlines to exercise them.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT CLAIM	You must submit a Claim to get money from this Settlement. Claim Forms must be submitted online or postmarked by March 14, 2023.
DO NOTHING	If you do nothing, you remain in the Settlement, you give up your rights to sue Defendant about the same legal claims made in this lawsuit, and you will not get money from the Settlement.
EXCLUDE YOURSELF	Get out of the Settlement. Get no money from the Settlement. Keep your rights. This is the only option that allows you to keep your right to sue Nestle USA, Inc. about the claims in this lawsuit. You will not get any money from the Settlement. Your request to exclude yourself (Opt-Out) must be RECEIVED by February 27, 2023.
OBJECT	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be RECEIVED by February 27, 2023.
GO TO A HEARING	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Questions 17-19 below, for more details. The Final Approval Hearing is scheduled for March 9, 2023.

The Court in charge of this lawsuit has preliminarily approved the Settlement and will hold a hearing to make a final decision to approve it. The proposed relief offered to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Court-authorized Notice because you may be a Class Member in a proposed Settlement regarding alleged inaccurate Labeling found on certain Coffee mate® brand formula Products.

This Notice explains the nature of the lawsuit and the Claims being settled, your legal rights, and the proposed benefits to the Class.

2. What is this case about?

Judge William Earl Hickle, of the Circuit Court of Phelps County, Missouri is overseeing this class action lawsuit. The case is known as *Nicholas Cahill v. Nestle USA, Inc.*, No. 22PH- CV01205. The person who brought the lawsuit is called the “Plaintiff,” and the company he sued is called the “Defendant.”

Plaintiff Nicholas Cahill filed a lawsuit against Defendant Nestle USA, Inc., individually and on behalf of anyone who purchased certain of Nestle USA, Inc.’s manufactured powder coffee creamer Products, including certain Coffee mate® branded Products, for personal use between January 1, 2017, and December 8, 2022.

The Plaintiff alleges in the lawsuit that (i) the Label on certain Coffee mate® powder coffee creamer Products manufactured by Nestle USA, Inc. states that the Products are capable of making a specified number of servings and (ii) the Products do not always yield the represented number of servings when consumers follow the “Serving Size” instructions on the Label. Accordingly, the Plaintiff alleges that the Products were inaccurately Labeled.

Defendant Nestle USA, Inc. denies the Plaintiff’s allegations and denies that it violated any law or caused any harm as alleged in the lawsuit. Nestle USA, Inc. asserts that its Labeling and marketing is truthful and entirely accurate, and its Products yield the number of servings of powder coffee creamer represented on the Label, but Nestle USA, Inc. has settled this case to avoid further litigation and distraction of resources from its business.

The Court has not decided who is right.

To obtain more information about this case and Settlement, please see Section 21, below.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Instead, both sides agreed to settle this case to avoid the costs, disruption, and risk of further litigation.

The Plaintiff, Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate, and is therefore in the best interest of the Class Members.

Full details about the proposed Settlement can be found in the Settlement Agreement available at www.creamerservingssettlement.com.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Nicholas Cahill and Julia Yonan) sue on behalf of people who have similar claims. All of these people who may have similar claims form a “Class” and are called “Class Members.” The Settlement resolves the issues for all Class Members, except those who exclude themselves from the Class (Opt-Out), as explained in Section 10.

5. How do I know if I am included in the Settlement?

You are included in the Settlement as a Class Member if you live in the United States and you purchased in the United States any of the specified Coffee mate® powder creamer Products (for personal use only) from January 1, 2017, through December 8, 2022.

If you are not sure whether you are in the Class, or have any other questions about the Settlement, visit www.creamerservingssettlement.com or write with questions to Nicholas Cahill v. Nestle USA, Inc., c/o Kroll Settlement Administration, P.O. Box 225391, New York, NY 10150-5391 or call 833-709-0667.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

If the proposed Settlement is finally approved by the Court, and after any appeals are resolved, Defendant has agreed to:

1. **Business Practices:** Make changes to the Label on certain Products.
2. **Individual Claims:** Class Members are eligible for payments with, or without, Proof of Purchase:
 - **Tier 1 – Claims without Proof of Purchase:**
You can get up to \$0.50 per Unit purchased, up to a maximum of \$5.00 per Household;
 - or
 - **Tier 2 – Claims with Proof of Purchase:**
You can get up to 30% price paid per Unit purchased for which a valid Proof of Purchase has been provided, up to a maximum of \$40.00 per Household.

A Settlement Class Member may only make a single Claim under either Tier 1 or tier 2 (but not both), per Household.

The deadline to make a valid claim is 11:59 p.m. Central Time on March 14, 2023. To make a claim, please visit www.creamerservingssettlement.com.

7. How to make a Claim?

You must submit a Claim Form, with or without Proof of Purchase, to be eligible to receive any money from the Settlement, if it is approved by the Court. You may complete the Claim Form online or download a Claim Form at www.creamerservingssettlement.com. You may also email or call the Settlement Administrator at info@creamerservingssettlement.com or 833-709-0667 to request a Claim Form. Your Claim Form must be signed under penalty of perjury and postmarked or submitted online no later than 11:59 p.m. Central Time on March 14, 2023.

8. What am I giving up as part of the Settlement?

Unless you exclude yourself (Opt-Out), you will be included in the Settlement if it is approved by the Court. By staying in the Class, you will be eligible to receive monetary benefits provided by the Settlement, to which you may be entitled, and you will release the Defendant from all of the settled Claims in this lawsuit.

This means that you will no longer be able to sue Nestle USA, Inc. regarding any of the settled Claims if you are a Class Member and do not timely and properly Exclude yourself (Opt-Out) from the Class.

The settled Claims are any known or unknown Claims that any Class Member may at any time have up to December 8, 2022, arising out of the subject matter giving rise to the Claims in the lawsuit. In addition, Class Members expressly waive and relinquish the provisions of California Civil Code § 1542 (and all other similar provisions of law) to the full extent that these provisions may be applicable to this release. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The full text of the Settlement Agreement, which includes all the provisions about settled Claims and Releases, is available at www.creamerservingssettlement.com.

9. Will the Class Representatives receive any compensation for their efforts in bringing this lawsuit?

Possibly. The Class Representatives (Nicholas Cahill and Julia Yonan) will request a Service Award of up to a maximum total amount of \$7,000 in the aggregate, which shall be apportioned equally among the Class Representatives (up to an amount of \$3,500 per Class Representative), to compensate them for their services as Class Representatives and their efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to each of the Class Representatives.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself (Opt-Out) from the Settlement?

If you do not want to be part of the Settlement, you must send a written request for exclusion (to Opt-Out). The request to exclude yourself from the Settlement must be made on an individual basis, and **received** by the Settlement Administrator at the below address on or before 11:59 p.m. on February 27, 2023:

Nicholas Cahill v. Nestle USA, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

The Opt-Out request must contain the requestor's name, address, the words "I wish to be excluded from the "*Nicholas Cahill v. Nestle USA, Inc.* Class Action," and signature.

Instructions on how to submit an exclusion request are available at www.creamerservingssettlement.com, or by emailing or calling the Settlement Administrator.

11. If I do not exclude myself, can I sue later?

No, not if you are a Class Member. If you do not exclude yourself (Opt-Out) from the Settlement and the Settlement is finally approved by the Court, you forever give up the right to sue Nestle USA, Inc. and the Released Parties for all the Claims that this Settlement resolves.

If you submit a valid and timely request to be excluded (Opt-Out), you cannot Object to the proposed Settlement. However, if you ask to be excluded, you may sue or continue to sue Nestle USA, Inc. or the Released Parties about the same claims resolved by this Settlement in the future. You will not be bound by anything that happens in this lawsuit.

12. What happens if I do nothing at all?

If you are a Class Member, do nothing and the Settlement is finally approved by the Court, you forever give up the right to sue Nestle USA, Inc. and the Released Parties for the Claims this Settlement resolves.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has ordered that the Law Office of L. DeWayne Layfield, PLLC; KamberLaw LLC; Steelman Gaunt Crowley; and Southern Atlantic Law Group, PLLC (together, "Class Counsel") will represent the interests of all Class Members. Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs of up to \$2,600,000. A copy of the Application for Attorneys' Fees and Costs Award will be available prior to the Final Approval Hearing and will be posted on the Settlement Website at www.creamerservingssettlement.com. The Court will make the final decision as to the amounts to be paid to Class Counsel and may award less than the amounts requested in the Application.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement, or some part of it, you may submit an Objection explaining why you do not think the Settlement should be approved.

You must deliver your Objection to the Settlement Administrator, Class Counsel, and Nestle USA, Inc.'s counsel, and file with the Court, a written statement of your Objection(s). Your Objection must include all of the following information:

- a) The case name and number, *Nicholas Cahill v. Nestle USA, Inc.*, No. 22PH-CV01205 (Phelps County Circuit Court, Missouri);
- b) The name, address, telephone number, and, if available, the email address of the Person objecting;
- c) The name and address of the lawyer(s), if any, who is representing the Person making the Objection or who may be entitled to compensation in connection with the Objection;
- d) A detailed statement of Objection(s), including the grounds for those Objection(s);
- e) Copies of any papers, briefs, or other documents upon which the Objection is based;
- f) A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- g) The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- h) A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;
- i) The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j) A detailed list of any other objection by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States

in the previous five (5) years. If the Settlement Class Member or their counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, they shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

You must send a copy of your Objection by First-Class mail, received (not merely postmarked) no later than 11:59 p.m. Central Time February 27, 2023, to:

Clerk of the Court
Phelps County Circuit Court
200 North Main Street
Rolla, MO 65401

In addition, you must mail a copy of your Objection to the Settlement Administrator, Class Counsel and Defense Counsel, received no later than 11:59 p.m. Central Time February 27, 2023, to:

Claims Administrator:
Nicholas Cahill v. Nestle USA, Inc.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

Class Counsel:

David L. Steelman, Esq.
Bryce C. Crowley, Esq.
Steelman Gaunt Crowley
901 Pine Street, Suite 110
Rolla, Missouri 65401
Email: david@sgclawfirm.com
bryce@sbclawfirm.com

Defendant's Counsel:

Keri Borders
King & Spalding LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071
Email: kborders@kslaw.com

If you or your attorney intends to make an appearance at the Final Approval Hearing and you have not so indicated in your Objection, you must also deliver, according to the above procedures, no later than March 1, 2023, a Notice of Intention to Appear, and must also file a notice of appearance with the Court no later than March 1, 2023.

If you fail to comply with these requirements, or fail to submit your Objection before the deadline, you will be deemed to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can Object only if you stay in the Class.

Excluding yourself (Opting Out) is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to Object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

A Court has preliminarily approved the Settlement and will hold a Final Approval Hearing to determine whether to give final approval to the Settlement. The purpose of the Final Approval Hearing is for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class, and to consider the award of Attorneys' Fees and Costs to Class Counsel and to consider the request for Service Awards to the Class Representatives. If there are any valid, timely Objections, the Court will consider them and listen to the people who have asked to speak at the hearing, if a request to do so was properly made,

The Court will hold the Final Approval Hearing on March 9, 2023, at 9:00 a.m. in the Circuit Court of Phelps County, Missouri. The hearing may be postponed to a different time, date, or location without additional notice, so it is recommended that you periodically check www.creamerservingssettlement.com for updated information.

18. Do I have to come to the hearing?

No, you are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. As long as you submitted the written Objection according to the instructions in Question 15 (including all of the information required), and it was received on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes, you may speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must have filed an Objection according to the instructions in Question 15, including all of the information required.

You cannot speak at the hearing if you exclude yourself (Opt-Out) from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing and the Settlement is finally approved by the Court, you will not get any money from the Settlement, you will not be able to sue for the Claims in this lawsuit, and you release Claims against Defendant and the Released Parties.

GETTING MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the actual Settlement Agreement, the complaint filed in this lawsuit, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Costs, other pertinent information, **and to check the status of the Settlement or if the Settlement has been approved by the Court**, please visit www.creamerservingssettlement.com.

You may also contact the Settlement Administrator at 833-709-0667. To see papers filed with the Court and a history of this lawsuit, you may also visit or call the Clerk's office at the Phelps County Circuit Court, 200 North Main Street, Rolla, MO 65401; (573) 458-6200. The Clerk will tell you how to obtain the complete file for inspection and copying at your own expense.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.