

Exhibit C

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU PURCHASED CERTAIN WHEAT THINS PRODUCT(S) FROM OCTOBER 13, 2018 – [NOTICE DATE], 2025, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

*A Court authorized this Class Settlement Notice (“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 called *Wallenstein, et al. v. Mondelez Int’l., Inc., et al.*, pending in United States District Court for the Northern District of California. The case alleges that Defendants’ Mondelez International, Inc., Mondelez Global, LLC, and Nabisco, Inc. (collectively, “Defendants” or “MDLZ”) labeling of Wheat Thins crackers as “100% WHOLE GRAIN” is false and misleading and consumers suffered harm or injury. On September 25, 2024, the Hon. Vince Chhabria of the Northern District of California certified a class of all California purchasers of Wheat Thins from October 13, 2018, to present.
- Two other actions have been filed that allege similar claims in the United States District Court for the Southern District of New York, called *Werner v. Mondelez Int’l., Inc., et al.*, Case No. 1:24-cv-06957-AT, and in the United States District Court for the Northern District of Illinois, Eastern Division, called *Blanco, et al. v. Mondelez Int’l., Inc., et al.*, Case No. 1:24-cv-13193. These cases have not yet been certified. Collectively, the *Wallenstein*, *Werner* and *Blanco* actions are referred to as the “Actions.”
- Plaintiffs have yet to prove any of its allegations in Court. MDLZ denies all claims and allegations in the Actions. However, MDLZ has agreed to settle this case to avoid the expense and disruption associated with further litigation.
- You are included in the Settlement if, you are an individual over the age of 18 in the United States and U.S. Territories who, during the Class Period (as defined herein), purchased one of the Class Products in the United States for personal use, and not for resale or distribution.
- The Class Products that are included in the Settlement are: Original Wheat Thins, Reduced Fat Wheat Thins, Sundried Tomato & Basil Wheat Thins, Big Wheat Thins, Ranch Wheat Thins, Hint of Salt Wheat Thins, Cracked Pepper & Olive Oil Wheat Thins, and Spicy Sweet Chili Wheat Thins bearing the representation “100% WHOLE GRAIN” on the label.
- To settle the Actions, MDLZ has agreed to:
 - Pay \$10,000,000 to a Settlement Fund to pay the following: all Settlement expenses, including and Cash Payments to Class Members; Notice and Claim Administration Expenses; Fee Award; and Service Award. If the total value of all approved Claims exceeds the funds available for distribution to Class Members, then the amounts of the Cash Payments will be reduced *pro rata*, as necessary; and

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- MDLZ also agrees to the following Label Change: MDLZ agrees not to use the representation “100% WHOLE GRAIN” either by itself or before the brand name “Wheat Thins” without other qualifiers on the package of the Class Products.

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

This notice summarizes the Settlement and 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 << Claim Deadline >>.
DO NOTHING	If you do nothing, you remain in the Settlement, you give up your rights to sue Defendants about the same legal claims made in this lawsuit, and you will not get money from the Settlement.
EXCLUDE YOURSELF (“OPT OUT”)	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 pursue action against MDLZ about the claims in this lawsuit. You will not get any money from the Settlement. Your Request for Exclusion must be postmarked no later than << Opt-Out Deadline >>.
OBJECT	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted on or before << Objection Deadline >>.
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 << Final Approval Hearing date >>.

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 that Wheat Thins crackers are “100% WHOLE GRAIN.”

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?

The Honorable Vince Chhabria, of the United States District Court for the Northern District of California is overseeing this class action lawsuit. The case is known as *Wallenstein, et al. v. Mondelez Int’l., Inc., et al.*, Case No. 3:22-cv-6033-VC. The persons who brought the lawsuit are called the Plaintiffs, and the companies they sued are called the Defendants.

On October 13, 2022, Plaintiff David Wallenstein filed a class action complaint against MDLZ in the United States District Court for the Northern District of California, captioned *Wallenstein, et al. v. Mondelez Int’l., Inc., et al.*, Case No. 3:22-cv-6033-VC, on behalf of himself and a California class of purchasers of the Class Products (the “California Action”). On September 16, 2024, Plaintiff Matthew Werner filed a class action complaint against MDLZ in the United States District Court for the Southern District of New York, captioned *Werner v. Mondelez Int’l., Inc., et al.*, Case No. 1:24-cv-06957-AT, on behalf of himself and a New York class of purchasers of the Class Products (the “New York Action”). On December 23, 2024, Plaintiffs Ivan Blanco and Kathryn Swiggum filed a class action complaint against MDLZ in the United States District Court for the Northern District of Illinois, Eastern Division, captioned *Blanco, et al. v. Mondelez Int’l., Inc., et al.*, Case No. 1:24-cv-13193 on behalf of themselves and an Illinois and Florida class of purchasers, respectively, of the Class Products (the “Illinois Action”).

The Actions allege that Defendants Mondelez International, Inc., Mondelez Global, LLC, and Nabisco, Inc. or MDLZ mislabeled the “100% WHOLE GRAIN” representation on the Class Products and that consumers suffered harm or injury. Specifically, Plaintiffs alleged the “100% WHOLE GRAIN” representation is false and misleading because the crackers include grain ingredient(s) that are refined grain(s) (*i.e.*, not whole grain).

The Plaintiffs have yet to prove any of their allegations in Court. MDLZ denies all claims and allegations in the Actions. However, MDLZ has settled this case to avoid the expense and disruption associated with further litigation.

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?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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

The Parties 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.website.com.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, David Wallenstein, Matthew Werner, Ivan Blanco, and Kathryn Swiggum) 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, 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 are a person over the age of 18 years old in the United States that purchased one of the Class Products in the United States for personal use, and not for resale or distribution between October 13, 2018 and [notice date, 2025]. Excluded from the Settlement Class are (a) MDLZ board members or executive-level officers, including its attorneys, (b) governmental entities, (c) the Court, the Court’s immediate family, and the Court’s staff, and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with Section 5 of this Settlement Agreement or as approved by the Court.

If you are not sure whether you are in the Class, or have any other questions about the Settlement, visit www.website.com or write with questions to Wallenstein v. MDLZ, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX, or call (XXX) XXX-XXXX.

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, Defendants have agreed to:

1. **Business Practices:** Make changes to the label on the Class Products.
2. **Individual Claims:** Class Members are eligible for payments with, or without, proof of purchase:
 - **Claims without Proof of Purchase:**
For Class Members without proof of purchase: four dollars and fifty cents (\$4.50) per household; **OR**
 - **Claims with Proof of Purchase:**
For Class Members with proof of purchase, \$0.15 per unit purchased shown in the proof,

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up to twenty dollars (\$20) maximum per household or, if more than one proofs are provided and the amount shown in the proofs does not exceed eight dollars (\$8), eight dollars (\$8) minimum per household regardless of the quantity purchased in the proofs.

A maximum of one Claim Form may be submitted for each household (with or without proof).

If the total value of all Approved Claims exceeds the funds available for distribution to Class Members, then the amounts of the Cash Payments will be reduced *pro rata*, as necessary. Any such *pro rata* adjustment will be calculated prior to distribution of funds.

The deadline to make a valid Claim is **11:59 p.m. PT on <<Claim Deadline>>**. To make a Claim, please visit www.website.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.wesbite.com. You may also call the Class Administrator at (XXX) XXX-XXXX 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. PT on <<Claim Deadline>>**.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM,
YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM**

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

Defendants and their affiliates will receive a release from all claims that could have been or that were brought against Defendant arising out or related to (1) representing Wheat Thins as “100% Whole Grain”; and (2) the presence and amount of alleged grain products other than whole wheat in Wheat Thins when represented as “100% Whole Grain”. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue Defendants and each entity which is controlled by, controlling or under common control with MDLZ, and each of their respective past and present agents, employees, representatives, officers, directors, shareholders, attorneys, agents, accountants, insurers, receivers, advisors, stockholders, consultants, licensors, licensees, partners, partnerships, parents (including intermediate and ultimate parents), divisions, subsidiaries, affiliates, related companies, assigns, agents, independent contractors, suppliers, vendors, service providers, successors, heirs, predecessors in interest, joint ventures, and commonly-controlled corporations, companies in which MDLZ holds an interest, or any other person or entity acting on MDLZ’s behalf. These releases are described in Section 7 of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to the law firms listed in Question 13 for free or you can talk to your own lawyer.

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

Possibly. The Class Representatives (Plaintiffs David Wallenstein, Matthew Werner, Ivan Blanco, and Kathryn Swiggum) will request that the Court award them a Service Award 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 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 personally completed and submitted by the Class Member or his or her attorney, and received by the Class Administrator at the below address be postmarked **no later than <<Opt-Out Deadline>>**:

Wallenstein v. MDLZ
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Your Request for Exclusion must:

- (i) be in writing (you cannot exclude yourself by telephone or email);
- (ii) include your signature;
- (iii) include your full name, address, and telephone number; and
- (iv) state that “I hereby request I be excluded from the Settlement in *Wallenstein v. Mondelez International, Inc.*, Case No. 3:22-cv-06033-VC.”

You are responsible for any delay in delivery and non-delivery.

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 from the Settlement and the Settlement is finally approved by the Court, you forever give up the right to sue MDLZ and the Released Persons for all the claims that this Settlement resolves.

If you submit a valid and timely Request for Exclusion, you cannot object to the proposed Settlement. However, if you ask to be excluded, you may sue or continue to sue MDLZ or the Released Persons 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 MDLZ and the Released Persons 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 Dave Fox, Esq., Joanna Fox, Esq., and Courtney Vasquez, Esq. of FOX LAW, APC as Class Counsel to represent the interests of all Class Members. Class

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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 and Class Representatives shall file a motion, set for hearing on the same date as the Final Approval Hearing, requesting a Fee Award, not to exceed 33.33% of the total Settlement Fund. A copy of the Fee Award will be available posted on the Settlement Website at www.website.com.

Also, Class Counsel will ask for a Service Award for the Class Representatives. Any Service Award approved by the Court for the Class Representatives shall be paid from the Settlement Fund.

The Court will make the final decision as to the amounts to be paid to Class Counsel and Class Representatives.

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. Objecting Class Members may appear at the Final Approval Hearing and be heard. Such Class Members are requested, but not required, in advance of the Final Approval Hearing, to file with the Court a Notice of Intent to Appear. Class Members may object either on their own or through an attorney hired at their own expense, but a Class Member represented by an attorney must sign either the Objection itself or execute a separate declaration stating that the Class Member authorizes the filing of the Objection.

Your Objection must be in writing and must be filed with the Court **on or before the <<Objection Deadline>>**. Your Objection must include all of the following information:

- a) a caption or title that clearly identifies the case *Wallenstein v. Mondelez International, Inc.*, Case No. 3:22-cv-06033-VC and that the document is an objection,
- b) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented,
- c) information sufficient to establish the person's standing as a Class Member,
- d) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection,
- e) the objector's signature, and
- f) the signature of the objector's counsel, if any.

These requirements may be excused upon a showing of good cause. The Court will require only substantial compliance with these requirements.

You must send your Objection by first-class mail, on or before **<<Objection Deadline>>**, to:

Clerk of the Court
[Court Address]

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 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 Fee 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 **DATE, at TIME a.m. PT** in the United States District Court for the Northern District of California. The hearing may be postponed to a different time, date, or location without additional notice, so it is recommended that you periodically check www.website.com for updated information. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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 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, other pertinent information, **and to check the status of the Settlement or if the Settlement has been approved by the Court**, please visit www.website.com.

22. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

Wallenstein v. MDLZ
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

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