

Exhibit G

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”) is made and entered into by Fox Law, APC (“Class Counsel”), Class Representatives David Wallenstein (“Wallenstein”), Matthew Werner, Ivan Blanco, and Kathryn Swiggum (collectively, “Plaintiffs”), and Defendants Mondelez International, Inc., Mondelez Global, LLC, and Nabisco, Inc. (collectively, “MDLZ”). Together the parties to this Agreement are collectively referred to as the “Parties.” This Agreement is effective as of the date on which it is signed by all Parties. Capitalized terms used herein are defined in Section 2 of this Agreement or indicated in parentheses.

Subject to Court approval, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Settlement Approval Order, the Actions shall be settled and compromised upon the terms and conditions contained herein.

WHEREAS, 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”) seeking damages relating to the representation “100% WHOLE GRAIN” on Wheat Thins crackers. Plaintiff alleged the representation is false and misleading because, according to Plaintiffs, the crackers include grain ingredient(s) that are refined grain(s) (*i.e.*, not whole grain). MDLZ denies all allegations.

WHEREAS, on December 12, 2022, MDLZ moved to dismiss Wallenstein’s Complaint which the Court denied as to Wallenstein’s claims but granted as to claims brought on behalf of a New York resident under New York law for lack of personal jurisdiction.

WHEREAS, on September 25, 2024, the Court certified a class of all California purchasers of Wheat Thins from October 13, 2018, to present.

WHEREAS, 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”) that asserted similar claims as the California Action.

WHEREAS, on December 19, 2024, MDLZ filed a motion for summary judgment arguing that Wallenstein failed to put forth the requisite proofs to support his claims and that Wallenstein’s damages theory did not match his theory of liability. The Parties had fully briefed the motion and it was pending at the time they announced that they had reached a settlement agreement.

WHEREAS, notice of pendency and certification of the California Action has been disseminated to members of the certified California Class, which commenced on December 20, 2024 and is continuing pursuant to the Court’s approved class action notice plan.

WHEREAS, 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") that asserted similar claims as the California Action and New York Action.

WHEREAS, during the pendency of the Actions, the Parties engaged in three separate settlement conferences, including successfully reaching agreement of the fundamental terms of this Agreement with the assistance of Honorable Jay Gandhi (Ret.).

WHEREAS, MDLZ has denied and continues to deny all claims and allegations in the Actions. MDLZ has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, labels, statements, acts or omissions alleged, or that could have been alleged, in the Actions, and denies that consumers suffered any harm or injury, and states that its labeling, advertising and marketing of the Wheat Thins was not false or misleading.

WHEREAS, without any admission of wrongdoing or liability by any Party, and in order to avoid the uncertainty, inconvenience, burden and expense of litigation, the Parties wish to settle Plaintiffs' claims that have been asserted and/or that could have been pled relating in any way to the "100% WHOLE GRAIN" representation on the Class Products on behalf of a nationwide Settlement Class.

WHEREAS, Plaintiffs and Class Counsel have determined after extensive litigation, investigation of the facts, consultation with their experts, extensive discovery, and careful consideration of the circumstances of the Actions and the possible legal and factual defenses thereto, that it would be in the best interests of the Class to enter into this Agreement to avoid the uncertainties of further litigation and to assure that the benefits reflected herein are obtained for the Class. Class Counsel further considers a settlement of the Actions on the terms reflected in this Agreement to be fair, reasonable, adequate and in the interests of Plaintiffs and the Settlement Class.

NOW, THEREFORE, the Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, understand and agree to the following terms and conditions.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below, unless otherwise specified. Capitalized terms used in this Settlement Agreement, but not defined in Section 1 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

1.1 "Actions" means *Wallenstein v. Mondelez, Int'l, Inc., et al.*, Case No. 3:22-cv-06033-VC (N.D. Cal.), *Werner v. Mondelez Int'l, Inc., et al.*, Case No. 1:24-cv-06957-AT (S.D.N.Y.), and *Blanco, et al. v. Mondelez Int'l, Inc., et al.*, Case No. 1:24-cv-13193 (N.D. Ill.).

1.2 "Cash Payment" means the cash settlement awards paid to eligible Claimants as set forth in Section 4 of this Agreement.

1.3 “Claim” means a request for a Cash Payment on a Claim Form submitted to the Settlement Administrator in accordance with the terms of this Agreement.

1.3.1 “Approved Claim” means a Claim approved by the Class Administrator, according to the terms of this Agreement.

1.3.2 “Claimant” means a Class Member who submits a Claim.

1.3.3 “Claim Deadline” means the date by which all Claim Forms must be postmarked or submitted online to the Settlement Administrator to be considered timely. The Claim Deadline shall be 14 calendar days after the end of the Settlement Notice Period.

1.3.4 “Claim Form” means the document to be submitted by a Claimant requesting a Cash Payment.

1.3.5 “Claim Process” means the process by which Class Members may make claims for relief, as described in Section 4 of this Agreement.

1.4 “Claims Review Period” means the three-month period beginning no later than 10 days after the Objection Deadline and Opt-Out Deadline.

1.5 “Claims Administration” means the administration of the Claims Process by the Class Administrator.

1.6 “Class” or “Settlement Class” means all persons 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. 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.

1.7 “Class Administrator” means the independent company approved by the Court to provide the Class Settlement Notice and to administer the Claims Process.

1.8 “Class Counsel” means the following attorneys of record for the Class Representatives and Class in the Actions:

FOX LAW, APC
Dave Fox, Esq.
Joanna Fox, Esq.
Courtney Vasquez, Esq.
201 Lomas Santa Fe Drive, Suite 420
Solana Beach, CA 92075
Phone: 858-256-7616

1.9 “Class Member” means a member of the Settlement Class.

1.10 “Class Settlement Notice” means collectively, the Long-form Notice, Internet Banner Advertisements, Print Publication, and CAFA Notice discussed in Section 5 of this Agreement.

1.11 “Class Notice Program” means the Court-approved plan for disseminating Class Settlement Notice.

1.11.1 “Class Period” means: October 13, 2018 through the date Class Settlement Notice is published.

1.12 “Class Products” means 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.

1.13 “Class Representatives” means Plaintiffs David Wallenstein, Matthew Werner, Ivan Blanco, and Kathryn Swiggum.

1.14 “Complaint” means the Class Action Complaint filed on October 13, 2022 in the Northern District of California, *Wallenstein, et al. v. Mondelez Int’l., Inc., et al.*, Case No. 3:22-cv-6033-VC, at ECF No. 1.

1.15 “Court” means the Northern District of California, the Honorable Vince Chhabria presiding, or any judge who will succeed him as the Judge in the California Action.

1.16 “Cy Pres Recipients” means the (a) Resnick Center for Food Law and Policy at the University of California, Los Angeles, School of Law and (b) Feeding America, in equal shares, or if not approved by the Court, or one or more other Court-approved non-sectarian, not-for-profit organizations whose work is sufficiently tethered to the allegations in this Actions. Each of the entities shall determine how it will provide the next best use of compensation to the Class arising out of claims that have been made by Plaintiffs in the Actions, as consideration for the extinguishment of those claims.

1.17 “Distribution Plan” means a written declaration regarding the final accounting and plan of distribution prepared by the Claim Administrator, identifying (a) each claimant whose claim was approved, including the dollar amount of the payment awarded to each such claimant, and the dollar of any pro rata reduction required; (b) each claimant whose claim was rejected; (c) the average and median recovery per claimant and the largest and smallest amounts paid to claimants; (d) the number and value of checks not cashed; (e) the dollar amount of the remaining balance in the Qualified Settlement Funds to be disbursed to the Cy Pres Recipients; and (f) a final accounting of all administration fees and expenses incurred by the Claim Administrator.

1.18 “Effective Date” means the first date after which all of the following events have been met or occurred: (a) The Court preliminarily approved the Agreement and the method for providing notice to the Class; (b) the Court has entered a Final Settlement Approval Order in the California Action; and (c) one of the following have occurred: (1) if no appeal has been taken from

the Final Settlement Approval Order on the date of expiration of the time for filing or noticing any appeal; or (2) if an appeal from the Final Settlement Approval Order is filed, and is affirmed or the appeal dismissed, the date of such affirmance or dismissal; or (3) if a petition for certiorari seeking review of the appellate judgment is filed and denied, the date the petition is denied; or (4) if a petition for writ of certiorari is filed and granted, the date of final affirmance or final dismissal of the review proceeding initiated by the petition for a writ of certiorari.

1.19 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.20 “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve the Settlement and to enter Judgment.

1.21 “Final Settlement Approval Order” means, collectively, the order approving settlement to be entered by the Court approving the Settlement as fair, adequate, and reasonable, confirming certification of the Settlement Class, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Agreement.

1.22 “Notice and Claim Administration Expenses” means costs and expenses incurred by the Settlement Administrator, including all notice expenses, the costs of administering the Class Notice Program, and the costs of processing and distributing the Cash Payment to Claimants.

1.23 “Notice Date” means the date by which the Settlement Administrator shall commence dissemination of the Class Settlement Notice, which shall be within thirty (30) days after the Preliminary Approval Order.

1.24 “Objection Deadline” means the date by which Class Members must file with the Court a written statement objecting to any terms of the Settlement or to Class Counsel’s request for fees or expenses and shall be sixty (60) calendar days after the Notice Date.

1.25 “Opt-Out Deadline” means the deadline by which a Class Member must exercise his or her option to opt out of the Settlement so as not to release his or her claims as part of the Released Claims and shall be sixty (60) days after the Notice Date.

1.26 “Preliminary Approval Date” means the date of entry of the Court’s order granting preliminary approval of the Settlement.

1.27 “Preliminary Approval Order” means the proposed order to be submitted to the Court in connection with the Motion for Preliminary Approval.

1.28 “Released Claims” means the claims released by the Class Members via this Agreement.

1.29 “Released Persons” means 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. ., For the avoidance of doubt, Released Persons shall include all Persons in the stream of commerce for the labeling, marketing, sale and/or distribution of the Class Products.

1.30 “Releasing Parties” means Plaintiffs, individually and as representatives of all of those similarly situated, and all Class Members, other than those Class Members who properly and timely Opt-Out, and including any Person claiming derivative rights of such a Releasing Party as their parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate.

1.31 “Request for Exclusion” means the written submission by a Class Member to be excluded from the Settlement consistent with the terms of this Agreement.

1.32 “Service Award” means any award approved by the Court that is payable to the Class Representative from the Settlement Fund.

1.33 “Settlement” means the resolution of the Actions embodied in the terms of this Agreement.

1.34 “Settlement Fund” means the qualified settlement fund this Agreement obligates MDLZ to fund in the amount of ten million dollars (\$10,000,000), which is in the form of a non-reversionary common fund and is established in accordance with 26 C.F.R. §§ 1.468B-1(c) and (e)(1).

1.35 “Settlement Website” means a website maintained by the Class Administrator to provide the Class with information relating to the Settlement.

2. SETTLEMENT CONSIDERATION

2.1 Monetary Settlement. MDLZ agrees to establish a non-reversionary common fund of ten million dollars (\$10,000,000) (the “Settlement Fund”), which shall be used to pay all Settlement expenses, including Notice and Claim Administration Expenses; Fee Award; Service Award; and Cash Payments. This is MDLZ's sole, total, and exclusive financial obligation with respect to the Agreement (other than costs necessary to comply with the Label Change as discussed below in Section 2.2).

2.2 Label Change. MDLZ also agrees to the following labeling practices: Within 12 months following the entry of a Final Settlement Approval Order, 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 (“Label Change”). However, the Parties agree to a reasonable “sell through period” of 18 months after the final date to make the Label Change is established to permit MDLZ to sell through all existing product and packaging inventory produced before the date of the Label Change, *i.e.* MDLZ need not recall or destroy

packaging already in the marketplace, in its stock or consumer's stock, or printed. MDLZ reserves the right to commence the Label Change before entry of Final Settlement Approval Order and further reserves the right to make future changes subsequent to the Label Changes, including using the representation "100% WHOLE GRAIN" if compliant with the law.

2.3 Creation and Administration of Qualified Settlement Fund. The Class Administrator is authorized to establish the Settlement Fund under 26 C.F.R. §§ 1.468B-1(c) and (e)(1), to act as the "administrator" of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3), and to undertake all duties as administrator in accordance with the Treasury Regulations promulgated under § 1.468B of the Internal Revenue Code of 1986. All costs incurred by the Class Administrator operating as administrator of the Settlement Fund shall be construed as costs of Claims Administration and shall be borne solely by the Settlement Fund. Interest on the Settlement Fund shall inure to the benefit of the Class.

2.4 MDLZ's Payment into Settlement Fund. Within sixty (60) days after Class Settlement Notice commences, or another date agreed upon by the Parties in writing or ordered by the Court, MDLZ shall establish the Settlement Fund by paying \$10,000,000 into the Qualified Settlement Fund established by the Class Administrator pursuant to Paragraph 2.3.

2.5 Return of Settlement Fund. In the event the Effective Date does not occur because preliminary approval or final approval are denied or reversed on appeal, all amounts in the Qualified Settlement Fund, less amounts incurred for Notice and Claim Administration Expenses, shall be returned to MDLZ, its successor or assigns with ten (10) bank days, and the Actions shall revert to the status that existed as of January 17, 2025, except as otherwise ordered by the Court or agreed to by the Parties.

3. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

3.1 Application for Attorneys' Fees and Costs and Service Awards. At least 30 days before the Objection Deadline, 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 and Service Awards, to be paid from the Settlement Fund.

3.2 Distribution of Attorneys' Fees and Costs. The Class Administrator shall pay to Class Counsel from the Settlement Fund the amount of attorneys' fees and costs awarded by the Court within twenty-one (21) calendar days from the entry of the Final Settlement Approval Order, notwithstanding the filing of any appeals, or any other proceedings which may delay the Effective Date, subject to Class Counsel providing all payment routing information and tax ID numbers and its obligation to return or refund the money if, and when, as a result of any appeal or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed. In the event that settlement does not become final or is ultimately overturned on appeal as set for in Section 1.18, Class Counsel shall immediately return in full the amount of attorneys' fees and expenses paid to them pursuant to this provision. Payment of the Fee Award will be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel. In the event that any Class Members object to any aspect of this Settlement, MDLZ shall under no circumstances be obligated or required to pay attorneys' fees or costs claimed by or associated with such objectors.

3.3 Distribution of Service Awards. Any Service Award approved by the Court for the Class Representatives shall be paid from the Settlement Fund within the earlier of thirty (30) days after the Effective Date, or the date the Class Administrator begins making distributions to Class Members.

3.4 Settlement Independent of Award of Fees, Costs, and Service Awards. The awards of attorneys' fees and costs, and payment to the Class Representatives are subject to and dependent upon the Court's approval. However, this Settlement is not dependent or conditioned upon the Court's approving Class Counsel's and Class Representatives' requests for such payments or awarding the particular amounts sought by Class Counsel and Class Representatives. In the event the Court declines Class Counsel's or Class Representatives' requests or awards less than the amounts sought, this Settlement will continue to be effective and enforceable by the Parties, provided, however, that the Class Representatives and Class Counsel retain the right to appeal any decision by the Court regarding attorneys' fees and costs, and service awards, even if the Settlement is otherwise approved by the Court.

4. CLAIMS PROCESS

4.1 General Process. To obtain monetary relief as part of the Settlement, a Class Member must fill out and submit a Claim Form, completed online or in hard copy mailed to the Class Administrator. The claim made via the Claim Form will proceed through the following general steps:

- (a) The Claimant will be asked to provide customary identifying information (including the Claimant's name, address, email address, and telephone number).
- (b) The Claimant will be asked to identify which of the Class Products he or she has purchased during the Class Period and the year he or she began purchasing each product.
- (c) Claimants who properly and timely submit a valid and approved Claim Form are eligible to receive a Cash Payment as follows:
 - a. For Class Members without proof of purchase: four dollars and fifty cents (\$4.50) per Household, which is based on information produced during discovery that the average consumer purchases one box every two months, extrapolated over a five-year period of time, assuming a refund of \$0.15 per unit purchased, which is based on the 3.24% premium determined by the damages model submitted in the California Action.
 - b. For Class Members with proof of purchase, \$0.15 per unit purchased shown in the proof, up to twenty dollars (\$20.00) maximum per household or, if more than one proofs are provided and the amount shown in the proofs does not exceed eight dollars (\$8.00), eight dollars (\$8.00) minimum per Household regardless of the quantity purchased in the proofs.

- (d) All Cash Payments will be adjusted pro rata down as described in Section 4.5(a) below, as needed.

4.2 The Claim Form and Timing. The Claim Form will be available on the Settlement Website and may be submitted to the Class Administrator online. A maximum of one Claim Form may be submitted for each household (with or without proof). If more than one claim is submitted per Household, all such claims shall be combined and treated as a single claim. Claim Forms must be submitted or postmarked on or before the Claims Deadline to be considered timely. The Claims Deadline shall be clearly and prominently stated in the Preliminary Approval Order, the Class Notice, on the Settlement Website, and on the Claim Form.

4.3 Substance of the Claim Form. In addition to information about the Class Products as set forth in Paragraph 4.1 above, the Claim Form will request customary identifying information (including the Claimant's name, address, email address, and telephone number), and may seek limited additional information from Claimants to provide reasonable bases for the Class Administrator to monitor for and detect fraud. Such additional information may include, for example, retailers and locations (city and state) at which the Class Products were purchased. In addition, the Claim Form will require the Claimant to declare that the information provided is true and correct to the best of the Claimant's memory and understanding.

4.4 Claim Validation. The Class Administrator shall be responsible for reviewing all claims to determine their validity. The Class Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or with the terms of this Section 4, that is submitted after the Claims Deadline, or that the Class Administrator identifies as fraudulent. The Class Administrator shall retain sole discretion in accepting or rejecting Claims and shall have no obligation to notify Claimants of rejected claims unless otherwise ordered by the Court, and neither Plaintiffs, MDLZ nor Class Members shall have the right to challenge or appeal the Claim Administrator's decision. Nothing in this Agreement or the claim process hereunder create a claim by any Person against Plaintiffs, Class Counsel, MDLZ, MDLZ's counsel, or the Claims Administrator based on any determination of the validity or invalidity or amount of any claims, distributions or awards made in accordance with this Agreement, and all relief shall be solely as provided in this Agreement and by its Claims process. Neither Plaintiffs nor MDLZ, nor counsel, shall have any liability whatsoever for any act or omissions of the Claim Administrator.

4.5 Pro Rata Adjustment of Cash Payments. 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 (i.e., will be made in a single distribution).

4.6 Timing of Distribution. Within 15 days after conclusion of the Claims Review Period, the Claim Administrator shall provide to MDLZ and Class Counsel the Distribution Plan. The Class Administrator shall pay out Approved Claims in accordance with the terms of this Agreement and Distribution Plan commencing within thirty (30) days after the Distribution Plan, or as otherwise ordered by the Court. The Parties shall work with the Class Administrator to choose one or more manners of payment that are secure, cost-effective, and convenient for Claimants, which may include electronic payments (i.e. Venmo) or mailed checks.

4.7 Uncleared Payments: Second Distribution and Cy Pres. Those Class Members whose payments are not cleared within one hundred and eighty (180) days after issuance will be ineligible to receive a cash payment and the Class Administrator will have no further obligation to make any payment from the Settlement Fund pursuant to this Settlement Agreement or otherwise to such Class Member. Any funds that remain unclaimed or remain unused after the initial distribution will be distributed to Class Members who cashed the initial payment, on a pro rata basis, to the extent the cost of such redistribution is considered economical by the Class Administrator, Class Counsel, and MDLZ. If such redistribution is not considered economical, or if unpaid funds remain after a second distribution, any unpaid funds will be donated cy pres in equal shares to the Cy Pres Recipients, or, if not approved by the Court, one or more other Court approved non-sectarian, not-for-profit firms whose work is sufficiently tethered to the allegation in this action.

4.8 Taxes on Distribution. Any person who receives a Cash Payment will be solely responsible for any taxes or tax-related expenses owed or incurred by that person by reason of that Award. Such taxes and tax-related expenses will not be paid from the Settlement Fund. In no event will MDLZ, the Class Representatives, Class Counsel, the Class Administrator, or any of the other Released Persons have any responsibility or liability for taxes or tax-related expenses arising in connection with the issuance of Cash Payment or other payments made from the Settlement Fund to Class Representatives, Settlement Class Members, or any other person or entity other than any personal responsibilities the Class Representative may for their own taxes.

4.9 Notice and Opportunity to Cure in Event of Breach. If Class Counsel on behalf of any Class Representative believes MDLZ is in breach of any of the injunctive relief provisions, they shall be obligated to give MDLZ reasonable notice and a reasonable opportunity to cure following a “meet and confer” conference before seeking any related relief.

5. CLASS NOTICE AND CLAIMS ADMINISTRATION

5.1 Class Administrator. The Class Administrator shall assist with various administrative tasks including, without limitation:

5.1.1 Establishing and operating the Settlement Fund;

5.1.2 Arranging for the dissemination of the Class Settlement Notice pursuant to the Notice Plan agreed to by the Parties and approved by the Court;

5.1.3 Making any mailings required under the terms of this Agreement or any Court order or law, including handling returned mail;

5.1.4 Answering inquiries from Class Members and/or forwarding such inquiries to Class Counsel;

5.1.5 Receiving and maintaining Requests for Exclusion;

5.1.6 Establishing a Settlement Website;

5.1.7 Establishing a toll-free Interactive Voice Response (“IVR”) informational telephone number for Class Members;

5.1.8 Receiving and processing (including monitoring for fraud and validating or rejecting) Class Member claims and distributing payments to Class Members;

5.1.9 Providing regular updates on the claims status to counsel for all Parties; and

5.1.10 Otherwise assisting with the implementation and administration of the Settlement.

5.2 Notice. Notice of the Settlement will be made to the Class, and to certain federal and state officials pursuant to paragraph 5.5.

5.3 To the Class. Class Settlement Notice will be effectuated through advertisement in suitable print publications and through targeted internet and social-media based advertisements. The Class Settlement Notice will conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law, and will otherwise be in the manner and form approved by the Parties and Court.

5.4 Timing of Class Settlement Notice. Class Settlement Notice will commence no later than thirty (30) calendar days following entry of the Preliminary Approval Order (“Notice Date”).

5.5 CAFA Notice. The Class Action Fairness Act of 2005 (“CAFA”) requires MDLZ to inform certain federal and state officials about this Agreement and proposed Settlement. *See* 28 U.S.C. § 1715. Under the provisions of CAFA, the Class Administrator, on behalf of MDLZ, will serve notice upon the appropriate officials within ten (10) calendar days after the Parties file the proposed Agreement with the Court. *See* 28 U.S.C. § 1715(b). The costs of such notice will be paid from the Settlement Fund.

5.6 Costs of Class Notice and Administering Claims. All costs of providing Class Settlement Notice as provided herein, shall be paid by the Settlement Fund. All costs of administering this Settlement under this Agreement, including all costs and fees relating to Class Settlement Notice, the Class Administrator, costs of reviewing and processing Claims, and generating and mailing and checks or issuing electronic payments pursuant to this Settlement Agreement shall be paid from the Settlement Fund.

5.7 Opt-Out Procedures. Class Members who wish to opt out of and be excluded from the Settlement must submit a Request for Exclusion to the Class Administrator, postmarked no later than the Opt-Out Deadline. The Request for Exclusion must be personally completed and submitted by the Class Member or his or her attorney. So-called “mass” or “class” opt-outs shall not be permitted or recognized. The Class Administrator shall notify Class Counsel and MDLZ’s counsel of any Requests for Exclusion every two weeks. All Class Members who submit a timely, valid Request for Exclusion will be excluded from the Settlement and will not be bound by the terms of this Agreement. All Class Members who do not submit a timely, valid Request for Exclusion will be bound by this Agreement and the Judgment, including the release in Section 7.1 below.

5.8 Procedures for Objecting to the Settlement. Class Members have the right to appear and show cause why the Settlement should not be granted final approval, subject to each of the provisions of this paragraph:

5.8.1 Timely Written Objection Required. Any objection to the Settlement must be in writing and must be filed with the Court on or before the Objection Deadline. This requirement may be excused upon a showing of good cause.

5.8.2 Form of Written Objection. Any objection regarding or related to the Agreement must contain (i) a caption or title that clearly identifies the case and that the document is an objection, (ii) information sufficient to identify and contact the objecting Class Member or his or her attorney if represented, (iii) information sufficient to establish the person's standing as a Settlement Class Member, (iv) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection, (v) the objector's signature, and (vi) the signature of the objector's counsel, if any (the "Objection").

5.8.3 Authorization of Objections Filed by Attorneys Representing Objectors. 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.

5.8.4 Effect of Conflicting Submissions. If a Class Member submits both an Opt-Out Form and files an Objection, the Class Member will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Class Member who has not timely submitted a completed Opt-Out Form will be bound by the terms of the Agreement upon the Court's final approval of the Settlement. If a Class Member submits both an Opt-Out Form and a Claim, the Claims Administrator will attempt to contact the Class Member to resolve the conflict. If they are unable to reach the Class Member, the Class Member will be deemed to have opted out of the Settlement.

5.8.5 Appearance at Final Approval Hearing. 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.

5.8.6 Right to Discovery. Upon Court order, the Parties will have the right to obtain document discovery from and take depositions of any Objecting Class Member on topics relevant to the Objection.

5.8.7 Response to Objections. The Parties shall have the right, but not the obligation, either jointly or individually, to respond to any objection, with a written response due the same day as the Motion for Final Approval, or as otherwise ordered by the Court.

6. COURT APPROVAL

6.1 Preliminary Approval. After executing this Agreement, the Parties will submit to the Court the Agreement, and will request that the Court enter the Preliminary Approval Order. In the Motion for Preliminary Approval, Plaintiffs will request that the Court grant preliminary approval of the proposed Settlement, provisionally certify the Class for settlement purposes and appoint Class Counsel, approve the forms of Notice and find that the Notice Plan satisfies Due Process and Rule 23 of the Federal Rules of Civil Procedure, and schedule a Final Approval Hearing to determine whether the Settlement should be granted final approval, whether an

application for attorneys' fees and costs should be granted, and whether an application for service awards should be granted.

6.2 Final Approval. A Final Approval Hearing to determine final approval of the Settlement shall be scheduled as soon as practicable, subject to the calendar of the Court, but no sooner than ninety-five (95) calendar days after the Preliminary Approval Date. If the Court issues the Preliminary Approval Order and all other conditions precedent of the Settlement have been satisfied, no later than fourteen (14) calendar days before the Final Approval Hearing all Parties will request, individually or collectively, that the Court enter the Final Approval Order, with Class Counsel filing a memorandum of points and authorities in support of the motion. MDLZ may, but is not required to, file a memorandum in support of the motion.

6.3 Failure to Obtain Approval. If this Agreement is not given preliminary or final approval by the Court, or if an appellate court reverses final approval of the Agreement, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval. Failing this, the Parties will be restored to their respective places in the litigation. In such event, the terms and provisions of this Agreement will have no further force or effect with respect to the Parties and will not be used in this or any other proceeding for any purposes, and any Judgment or Order entered by the Court in accordance with the terms of this Agreement will be treated as vacated. The Parties agree that, in the event of any such occurrence, the Parties shall stipulate or otherwise take all necessary action to resume the Actions at the procedural posture it occupied immediately prior to the filing of the Parties' notices of settlement in principle, as though this Agreement had never been reached.

7. RELEASE

7.1 Release of MDLZ and Related Persons. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, in consideration of the settlement obligations set forth herein, all Releasing Parties, whether individual, class, representative, legal, equitable, administrative, direct or indirect, or any other type or in any other capacity, release and forever discharge all Released Persons from any and all claims, demands, rights, causes of action, suits, petitions, complaints, damages of any kind, liabilities, debts, punitive or statutory damages, penalties, losses and issues of any kind or nature whatsoever, asserted or unasserted, known or unknown, suspected or unsuspected (including but not limited to, any and all claims relating to or alleging deceptive or unfair business practices, false or misleading advertising, intentional or negligent misrepresentation, negligence, concealment, omission, unfair competition, promise without intent to perform, unsuitability, breach of implied or express warranty, unjust enrichment, and any and all claims or causes of action arising under or based upon any statute, act, ordinance, or regulation governing or applying to business practices generally), existing now or in the future, 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" ("Released Claims").

With respect to Released Claims, each Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by the law, the provisions, rights and benefits conferred by any law of any state of the United States or United States' territories, or principle of common law or otherwise, which is similar, comparable or equivalent to section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal, state or other statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Persons, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional facts or different facts.

The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding against any of the Released Persons based on the Released Claims.

As of the Effective Date, by operation of the Final Settlement Approval Order, the Released Persons shall be deemed to have fully released and forever discharged Plaintiffs, all other Class Members and Class Counsel from any and all claims of abuse of process, malicious prosecution, or any other claims arising out of the initiation, prosecution, or resolution of the Actions, including, but not limited to, claims for attorneys' fees, costs of suit or sanctions of any kind, or any claims arising out of the allocation or distribution of any of the consideration distributed pursuant to this Agreement.

7.2 Dismissal of *Werner* and *Blanco* Actions. Within five (5) business days of the Effective Date, Plaintiffs Matthew Werner, Ivan Blanco and Kathryn Swiggum, will dismiss their individual actions with prejudice.

7.3 Covenant Not to Sue. Plaintiffs agree and covenant, and each Class Member who has not opted out will be deemed to have agreed and covenanted, not to sue any of Released Persons, with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

8. MISCELLANEOUS

8.1 Change of Time Periods. The time periods and/or dates described in this Settlement Agreement are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties. Any changes in dates will be updated on the Settlement Website, but individual notice to Class Members of change of time periods is not required. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

8.2 Time for Compliance. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the

next business day with the same effect as it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

8.3 Entire Agreement. This Agreement shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein.

8.4 Notices Under Agreement. All notices or mailings required by this Agreement to be provided to or approved by Class Counsel and MDLZ, or otherwise made pursuant to this Agreement, shall be provided as follows: (1) to Class Counsel at the contact information stated in Section 1.7 of this Agreement, and (2) to counsel for MDLZ at the attention of Rebecca Suarez and Jason Stiehl, Crowell & Moring LLP, 3 Embarcadero Center, 26th Floor, San Francisco, CA 94111.

8.5 Good Faith. The Parties acknowledge that each intends to implement the Agreement. The Parties have at all times acted in good faith and shall continue to, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

8.6 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of the Parties to the Agreement and the Released Persons.

8.7 Arms'-Length Negotiations. This Agreement compromises claims that are contested, and the Parties agree that the consideration provided to the Class and other terms of this Agreement were negotiated in good faith and at arms' length by the Parties, and reflect an Agreement that was reached voluntarily, after consultation with competent legal counsel, and guided in part by the Parties' private mediation sessions with the Honorable Jay Gandhi (Ret.) of JAMS, an experienced jurist and mediator. The parties reached the Agreement after considering the risks and benefits of litigation. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application.

8.8 Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8.9. Modification in Writing Only. This Agreement and any and all parts of it may be amended, modified, changed, or waived only by a writing signed by duly authorized agents of MDLZ and Plaintiffs.

8.10. Headings. The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

8.11. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of California, without regard to conflicts of law.

8.12. Continuing Jurisdiction. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8.13. Execution. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Photocopies and electronic copies (e.g., PDF copies) shall be given the same force and effect as original signed documents.

IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.

PLAINTIFFS

Date: _____

By: Plaintiff David Wallenstein, on behalf of the California Class and the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Matthew Werner, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

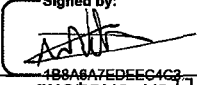
By: Plaintiff Ivan Blanco, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____


By: Plaintiff Kathryn Swiggum, individually and on behalf of the proposed Nationwide Settlement Class

DEFENDANTS

Date: February 18, 2025

Signed by: 
By: gustavo valle
Title: President Mondelez NA

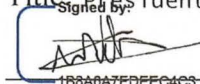
Date: February 18, 2025

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By: gustavo valle

Title: President Mondelez NA

Date: February 18, 2025

Signed by:


By: gustavo valle

Title: President Mondelez NA

FOX LAW, APC

Date: _____

Courtney Vasquez, Esq.
*Attorneys for Plaintiffs, the California Class, and
the Proposed Nationwide Settlement Class*

CROWELL & MORING LLP



Date: February 18, 2025

Jason Stiehl, Esq.
*Attorneys for Defendants Mondelez International,
Inc., Mondelez Global, LLC, and Nabisco, Inc.*

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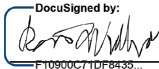
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PLAINTIFFS

Date: 2/18/2025

DocuSigned by:

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By: Plaintiff David Wallenstein, on behalf of the California Class and the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Matthew Werner, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Ivan Blanco, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Kathryn Swiggum, individually and on behalf of the proposed Nationwide Settlement Class

DEFENDANTS

Date: _____

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: 2/18/2025

FOX LAW, APC



Courtney Vasquez, Esq.
*Attorneys for Plaintiffs, the California Class, and
the Proposed Nationwide Settlement Class*

CROWELL & MORING LLP

Date: _____

Jason Stiehl, Esq.
*Attorneys for Defendants Mondelez International,
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PLAINTIFFS

Date: _____

By: Plaintiff David Wallenstein, on behalf of the California Class and the proposed Nationwide Settlement Class

Date: 2/18/2025

DocuSigned by:

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By: Plaintiff Matthew Werner, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Ivan Blanco, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Kathryn Swiggum, individually and on behalf of the proposed Nationwide Settlement Class

DEFENDANTS

Date: _____

By:
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PLAINTIFFS

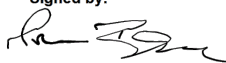
Date: _____

By: Plaintiff David Wallenstein, on behalf of the California Class and the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Matthew Werner, individually and on behalf of the proposed Nationwide Settlement Class

Date: 2/18/2025

Signed by:

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By: Plaintiff Ivan Blanco, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Kathryn Swiggum, individually and on behalf of the proposed Nationwide Settlement Class

DEFENDANTS

Date: _____

By:
Title:

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By: Plaintiff David Wallenstein, on behalf of the California Class and the proposed Nationwide Settlement Class

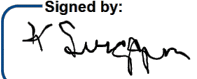
Date: _____

By: Plaintiff Matthew Werner, individually and on behalf of the proposed Nationwide Settlement Class

Date: _____

By: Plaintiff Ivan Blanco, individually and on behalf of the proposed Nationwide Settlement Class

Date: 2/18/2025

Signed by:

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By: Plaintiff Kathryn Swiggum, individually and on behalf of the proposed Nationwide Settlement Class

DEFENDANTS

Date: _____

By: _____
Title: _____