

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

IF YOU ARE A SCREEN READER USER, YOUR LEGAL RIGHTS MAY BE AFFECTED. PLEASE READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY.

- This Notice is to inform you about the proposed Settlement that would resolve the class action lawsuit *Douglass v. Mondelēz Global LLC*, No. 2:22-cv-00875-WSH (W.D. Pa.).

The Settlement covers all blind or visually impaired individuals who use Screen Reader auxiliary aids and who have accessed, attempted to access, been deterred from accessing, will access, will attempt to access, or will be deterred from accessing any of the following websites: us.greenandblacks.com,

www.belvitabreakfast.com, www.capaofruit.com, www.createatreat.com,
www.dentyne.com, www.dirtkitchensnacks.com, www.discoverteddy.com,
www.enjoylifefoods.com, www.gethalls.com, www.giveandgo.com,
www.goodthins.com, www.hukitchen.com, www.kimberleysbakeshoppe.com,
www.masonstbakehouse.com, www.mdlzcusthelp.com, www.milliegram.com,
www.mondelezinternational.com, www.oreo.com, www.perfectsnacks.com,
www.ritzcrackers.com, www.ruckusandcosnacks.com, www.snackworks.com,
www.sourpatchkids.com, www.tatesbakeshop.com, www.theworthycrumb.com,
www.tridentgum.com, www.triscuit.com, www.unclewallys.com, and
www.wheatthins.com

- The class action lawsuit alleges that Mondelēz Global LLC violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its Websites do not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content.
- Mondelēz Global LLC denies all liability in the case and asserts that its current practices do not violate applicable federal, state, and local law.
- The Settlement, which must be approved by the Court, would resolve the lawsuit.
- Mondelēz Global LLC has agreed to use the Web Content Accessibility Guidelines 2.1 (“WCAG 2.1”) to ensure its Websites and mobile applications (referred to hereafter as “Digital Properties”) effectively communicate to all users, and to follow certain steps to ensure that its Digital Properties continue to do so in the future.
- You have the right to Object to the Settlement by **July 3, 2023**.

- The Court will hold a Final Hearing to determine whether to approve the Settlement on **September 19, 2023**.

I. WHAT IS THIS LAWSUIT ABOUT?

This case is a class action lawsuit. In a class action, one or more people sue on behalf of others who have similar claims. The person that sues is the Class Representative. All of the people who have similar claims are part of a “Class.” Individual Class Members do not file lawsuits. Instead, a court resolves all of their claims at once.

This case is a class action that challenges the accessibility of Mondelēz Global LLC’s Websites. Plaintiff alleged the Websites are not accessible to persons with vision disabilities that use screen readers to access the internet. Plaintiff alleged that this violated the Americans with Disabilities Act. Plaintiff sought an order to require Mondelēz Global LLC to make its Websites accessible to screen reader users.

II. WHO DOES THIS SETTLEMENT AFFECT?

This Settlement covers all blind or visually disabled individuals who use Screen Reader Auxiliary Aids to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access the Websites from the United States.

III. WHAT DOES THE SETTLEMENT PROVIDE?

A. Mondelēz Global LLC Will Make Its Digital Properties Accessible.

Under the Settlement, Mondelēz Global LLC has agreed to use WCAG 2.1 to ensure the Digital Properties effectively communicate to consumers who use Screen Reader Auxiliary Aids (referred to hereafter as “Screen Reader Users”), and to follow certain steps to ensure the Digital Properties continue to do so in the future.

B. Mondelēz Global LLC Will Institute Accessibility Procedures To Ensure Accessibility.

Mondelēz Global will also incorporate detailed steps into its accessibility policies and practices to ensure its Digital Properties become and remain accessible to Screen Reader Users.

1. For each new, renewed, or renegotiated contract with a vendor of third-party content, Mondelēz Global LLC shall request that the vendor provide content that effectively communicates to Screen Reader Users unless doing so for the vendor will create an undue burden for Mondelēz Global LLC. If during this contracting process Mondelēz Global LLC issues a request for proposal for development or inclusion of third-party content on the Digital Properties, then Mondelēz Global LLC shall

include as a criterion that the content effectively communicates to Screen Reader Users unless doing so will create an undue burden.

2. Mondelēz Global LLC shall designate a group of employees as the Accessibility Coordination Team tasked to ensure Mondelēz Global LLC complies with the Settlement.
3. Mondelēz Global LLC shall appoint or retain an Accessibility Consultant knowledgeable about digital accessibility and the ADA. The Accessibility Consultant's duties shall include, among other things: (a) assisting Mondelēz Global LLC to conduct an accessibility audit of the Websites; (b) advising Mondelēz Global LLC as to how to ensure the Websites effectively communicate to Screen Reader Users; (c) verifying that the Digital Properties effectively communicate to Screen Reader Users, and (d) verifying Mondelēz Global LLC's compliance with the Settlement.
4. Mondelēz Global LLC shall complete an accessibility audit of the Websites. The audit shall be conducted in a professional manner and benchmarked by appropriate processes, including automated and end-user testing, consistent with the accessibility consultant's recommendations.
5. Mondelēz Global LLC shall develop and implement a strategy designed to ensure the Digital Properties effectively communicate to Screen Reader Users.
6. Mondelēz Global LLC shall develop the accessibility statement that (a) states that Mondelēz Global LLC is making efforts to maintain and increase access to the goods, services, facilities, privileges, advantages, and accommodations provided by and through Digital Properties; (b) solicits feedback from visitors to Mondelēz Global LLC's Digital Properties on how the accessibility of these properties can be improved; and (c) includes an accessible means of submitting accessibility questions and problems, including a toll-free telephone number and an email address to provide feedback about the accessibility statement and the Digital Properties.
7. Mondelēz Global LLC shall train all employees responsible for website and mobile application design, development, and maintenance to ensure the Digital Properties continue to effectively communicate with Screen Reader Users.
8. Mondelēz Global LLC shall make reasonable efforts to modify existing bug fix policies, practices, and procedures to include the elimination of bugs that create accessibility barriers, including those that prohibit effective communication.
9. Mondelēz Global LLC shall provide support during regular business hours to help Screen Reader Users resolve accessibility issues encountered while using the Digital Properties.

10. Mondelēz Global LLC, or a consultant retained on its behalf, shall perform an automated accessibility audit semi-annually to evaluate whether Digital Properties effectively communicate to Screen Reader Users.
11. The Accessibility Consultant shall perform annual end-user accessibility testing, with said testing to be performed by individuals who are blind or visually disabled, or who have training and experience in the manner in which blind or visually disabled individuals use a Screen Reader to navigate, browse, and conduct business online, to evaluate whether the Digital Properties effectively communicate to Screen Reader Users.

C. Mondelēz Global LLC Will Create A Dispute Resolution Procedure To Address Accessibility Issues.

Additionally, Mondelēz Global LLC will forward any complaint or issue raised to its customer services regarding the accessibility of its Digital Properties to Class Counsel (defined below), who shall work with Mondelēz Global LLC to ensure the issue is resolved consistent with the proposed Settlement. Class Counsel will monitor Mondelēz Global LLC's compliance with the Settlement as well.

D. Mondelēz Global LLC Will Pay Class Counsel's Attorneys' Fees And Costs.

The Settlement also provides that the named individual plaintiff who served as Class Representative will receive a \$1,500.00 incentive award, subject to Court approval, in return for a release of his individual claims.

Finally, East End Trial Group LLC ("Class Counsel"), the attorneys who represent the class, will have the right to seek attorneys' fees and costs up to \$73,500.00 for work performed up to Mondelēz Global LLC's deadline to make its Digital Properties effectively communicate to Screen Reader Users. Class Counsel will file a motion asking the Court to award reasonable fees and costs to reimburse them for work they performed on this case. The Court must approve the amount awarded even if the parties reach an agreement on the amount. This motion for fees and costs will be available at www.Mondelezadasettlement.com after it is filed with the Court.

IV. DOES THE SETTLEMENT AFFECT MY LEGAL RIGHTS?

All Class Members will be bound by the terms of the Settlement relating to access to the Digital Properties for blind or visually disabled persons who use Screen Reader Auxiliary Aids to access digital content, if the Settlement Agreement is approved by the Court. If the Settlement is approved, all Class Members will release and forever discharge all claims for injunctive relief under all federal, state, and local laws related to alleged discrimination by Mondelēz Global LLC against blind or visually disabled persons who use Screen Reader Auxiliary Aids to access digital content that arose before the Settlement becomes effective. Class Members, other than the named plaintiff in the lawsuit, are not releasing any claims for monetary damages.

V. CAN I OBJECT TO THE SETTLEMENT?

You have the right to object to the proposed Settlement Agreement if you do not like part or all of it.

If you wish to object to the proposed Settlement, you must do so in writing on or before July 3, 2023. Your written objections must:

- a) clearly identify the case name and number, *Douglass v. Mondelēz Global LLC*, Case No. 2:22-cv-00875-WSH (W.D. Pa.);
- b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom 3B, Pittsburgh, PA 15219, or by filing them in person at any location of the United States District Court for the Western District of Pennsylvania; and
- c) be received on or before **July 3, 2023**.

If you wish to appear and present your objection orally at the Final Approval Hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the Final Approval Hearing. If you appear through your own attorney, you are responsible for paying that attorney.

VI. DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed Kevin Tucker and Kevin Abramowicz of East End Trial Group as Class Counsel on behalf of the Class Members. Class Counsel's contact information can be found in Section IX.

You do not need to hire a lawyer because Class Counsel is working on your behalf. You do not need to pay Class Counsel, as the Settlement provides that Mondelēz Global LLC will pay

their fees and costs in an amount approved by the Court.

VII. WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the Settlement on **September 19, 2023**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. You are not required to attend the Final Approval Hearing.

VIII. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.Mondelezadasettlement.com, contact Class Counsel using the information below, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom 3B, Pittsburgh, PA 15219, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this Notice in alternate accessible formats, contact Class Counsel using the information below.

IX. CONTACT INFORMATION

Please do not contact the Court, the Court Clerk's office, or Defense Counsel with questions about this Settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

Class Counsel:

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