

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Cahill v. Keurig Green Mountain, Inc., Case No. 22-cv-7507-CS

IF YOU OWNED A KEURIG K-SUPREME STYLE COFFEE MAKER MODEL IDENTIFIED BELOW BETWEEN OCTOBER 1, 2020, AND JUNE 20, 2025, AND YOU EXPERIENCED A MALFUNCTION DURING THE DESCALING PROCESS, YOU MIGHT BE ENTITLED TO A PAYMENT OR OTHER BENEFIT FROM A CLASS ACTION SETTLEMENT. EVEN IF YOU DID NOT EXPERIENCE A MALFUNCTION, YOU MIGHT BE ENTITLED TO A BENEFIT.

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Keurig Green Mountain, Inc., (“Keurig” or “Defendant”). The class action lawsuit alleges that Keurig’s K-Supreme, K-Supreme Plus, and K-Supreme SMART single-serve coffee makers (the “Coffee Maker(s)”) had a defect which caused the machines to suddenly and permanently lose power during the descaling process whenever descaled according to Keurig’s instructions. Keurig denies all allegations of defect, wrongdoing and liability. There has been no finding of liability by any court. However, in order to resolve the matter, and without admitting any wrongdoing, Keurig has agreed to (1) establish a Settlement Fund for one group of Settlement Class Members and (2) to provide a twelve-month extended warranty to the other group of Settlement Class Members in order to resolve all claims in the Action (the “Settlement”).
- You may be included if you owned a Coffee Maker between October 1, 2020, and June 20, 2025.
- Read this Notice carefully. **Your legal rights are affected whether you act or don’t act.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you may be considered a Class Member, but you will not receive any compensation from the Settlement. In addition, you will lose certain rights to sue Keurig Green Mountain, Inc., its parents, and/or its affiliates in the future. (For more details, see answer to Question 22 below: “What happens if I do nothing at all?”) Please be sure to update your address by contacting the Settlement Administrator if you have recently moved.
SUBMIT A CLAIM FOR ONE OF THE TWO AVAILABLE BENEFITS BY NOVEMBER 14, 2025	If you qualify as a Member of either of the Settlement Classes, you may submit a Claim Form online or by mail. Depending on which of the Classes you belong to, you may submit the Claim Form for one of two benefits: (1) a cash payment of up to \$250; or (2) a twelve-month extended warranty on your Coffee Maker.
EXCLUDE YOURSELF BY AUGUST 29, 2025	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY AUGUST 29, 2025	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING ON SEPTEMBER 30, 2025	Ask to speak in Court about your opinion of the Settlement.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Cathy Seibel, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *Cahill v. Keurig Green Mountain, Inc.*, Case No. 22-cv-7507-CS. The people who sued are called the Plaintiffs. The Defendant is Keurig Green Mountain, Inc.

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2. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Janet Christman and Doreen Cahill) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit alleges that Keurig’s K-Supreme, K-Supreme Plus, and K-Supreme SMART single-serve coffee makers (the “Coffee Maker(s)”) had a defect which caused the machines to suddenly and permanently lose power during the descaling process whenever descaled according to Keurig’s instructions. Keurig denies the alleged defect and denies it violated any law or legally enforceable commitment or promise. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

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

The Court decided that everyone who fits one of the following descriptions is a member of the **Settlement Classes**:

- (1) **“Performance Issue Claim Class”**: which is defined as (1) all Persons in the United States (including its states, districts, or territories) who are not excluded below in this paragraph and who lodged complaints to Keurig claiming that a Coffee Maker experienced the Defect within the first twelve months of purchase between October 1, 2020, to June 20, 2025 and were not provided with a remedy by Keurig pursuant to its Limited Warranty; and (2) all Persons in the United States (including its states, districts, or territories) who are not excluded below in this paragraph and can demonstrate valid claims that a Coffee Maker manifested operational issues associated with the descaling process. Excluded from the Performance Issue Claim Class are (1) any Persons whose Coffee Makers are still within Defendant’s original Limited Warranty period or the extended Limited Warranty period set forth in Section 2.1(a) of the Settlement Agreement; (2) any Judge or Magistrate presiding over this Action and members of their families; (3) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and attorneys; (4) Persons who properly execute and file a timely request for exclusion from the class; and (5) the legal representatives, successors, or assigns of any such excluded Persons.
- (2) **“Coffee Maker Purchaser Class”**: which is defined as all Persons in the United States (including its states, districts, or territories) who purchased one of the Coffee Makers, or Descaling Solution for use with the Coffee Makers, between October 1, 2020 and June 20, 2025, excluding Performance Issue Claim Class Members and all Persons in the United States (including its states, districts, or territories) who lodged complaints to Keurig claiming that a Coffee Maker experienced the Defect during the Class Period and who were provided with a remedy by Keurig pursuant to its Limited Warranty. Also excluded from the Coffee Maker Purchaser Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and attorneys; (3) Persons who properly execute and file a timely request for exclusion from the Class; and (4) the legal representatives, successors, or assigns of any such excluded Persons.

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THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides two different types of the following benefits:

1. **Cash Payment:** A Settlement Fund has been created totaling \$950,000.00 and will be used to pay for claims made by Members of the Performance Issue Claim Class only. Performance Issue Claim Class Member payments, the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees (inclusive of litigation costs), and awards to the Class Representatives will all come out of this fund (see Question 12).
2. **Extended Warranty:** For Coffee Maker Purchaser Class Members, Keurig will provide an additional twelve-month extended Limited Warranty for claims that a defect caused an operational issue that resulted in a permanent loss of power to the subject Coffee Maker(s) as a result of the descaling process.

A detailed description of the Settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website at KSupremeSettlement.com.

7. How much will my payment be?

The amount of the Performance Issue Class Member's payment will depend on how many requests for exclusion are submitted. Each Performance Issue Claim Class Member who does not opt out of participating in the Settlement, and who timely submits the Claim Form and any required documentation, will receive a proportionate share of the Settlement Fund (after reduction for notice and administration expenses, incentive awards, and attorneys' fees, costs, and expenses), up to a maximum of \$250. You can contact Class Counsel at (646) 837-7150 to inquire as to the number of requests for exclusion that have been received to date.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **September 30, 2025**. If the Court approves the Settlement, eligible Class Members will receive their payment after the Settlement has been finally approved and/or after any appeals process are complete. The payment will be made in the form of a check, unless elected otherwise, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get my payment or warranty extension?

Cash Payment Benefit: If you are a Performance Issue Claim Class Member and you want to be eligible to receive the cash payment benefit offered under this Settlement, you must submit to the Settlement Administrator a timely and complete Claim Form by mail or online, submitted or postmarked **no later than November 14, 2025**. You can submit the Claim Form online at KSupremeSettlement.com.

Extended Limited Warranty Benefit: If you are a Coffee Maker Purchaser Class Member and you want to be eligible to make a warranty claim on your Coffee Maker, you must submit a timely and complete Claim Form by mail or online, submitted or postmarked either (a) **no later than November 14, 2025** if on June 20, 2025 your Coffee Maker has already experienced a permanent power loss during descaling; or (b) **no later than September 30, 2027** if your Coffee Maker first experiences such an issue after June 20, 2025. You can submit the Claim Form online at KSupremeSettlement.com.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in one of the Classes?

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be "releasing" the Defendant and certain of its affiliates, employees and

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representatives as described in Section 1.24 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Court Documents” link on the Settlement Website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta of Bursor & Fisher, P.A. to be the attorney representing the Settlement Class. He is called “Class Counsel.” He and his firm believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for this lawyer. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel’s attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed that the Class Representatives may request to receive a service award of \$5,000.00 each from the Settlement Fund for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by **August 29, 2025**. Requests for exclusion may be submitted by mailing a letter (or request for exclusion) stating that you want to be excluded from the *Cahill v. Keurig Green Mountain, Inc.*, Case No. 22-cv-7507-CS Settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request, postmarked no later than **August 29, 2025**, to the following address:

KSupreme Settlement Administrator
P.O. Box 2348
Portland, OR 97208-2348

14. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive any payment or warranty extension from the Settlement.

16. If I exclude myself, can I get anything from this Settlement?

Generally, basic information such as your name and address, along with any documents that prove you purchased a Coffee Maker or that your Coffee Maker suffered an operational malfunction during the descaling process, along with any information required under Keurig’s Limited Warranty Claims Procedure: <https://support.keurig.com/?kmContentId=1014732&page=shell&shell=knowledge-article>. All of this information is included on or with the Claim Form you will submit to the Settlement Administrator.

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OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Member of the Classes, and you have not elected to exclude yourself from the Settlement by opting out, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Cahill v. Keurig Green Mountain, Inc.*, Case No. 22-cv-7507-CS and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Member of the Settlement Classes; the name and contact information of all attorneys representing, advising, or in any way assisting you in connection with your objection; and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees by August 11, 2025.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court), and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **August 29, 2025**.

Court	Class Counsel	Defendant's Counsel
The Honorable Cathy Seibel United States District Court Southern District of New York 300 Quarropas Street White Plains, NY 10601	Philip L. Fraietta Bursor & Fisher P.A. 1330 Avenue of the Americas 32 nd Floor New York, NY 10019	Louis M. Solomon Reed Smith LLP 599 Lexington Avenue New York, NY 10022

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **9:45 a.m. on September 30, 2025** at United States District Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website created and administered by the Settlement Administrator at KSupremeSettlement.com or by calling 1-888-839-5739. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

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20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying it is your "Notice of Intent to Appear in *Cahill v. Keurig Green Mountain, Inc.*, Case No. 22-cv-7507-CS." It must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **August 29, 2025** and be sent to the addresses listed in Question 17.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing at this time, you will remain in one of the Classes, but you will not be eligible for reimbursement or warranty benefits unless you submit a timely and valid Claim Form. If you do not exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Keurig, its parents, and/or its affiliates about the legal issues in this case or allegedly defective Coffee Makers, ever again.

GETTING MORE INFORMATION

23. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at the website created and administered by the Settlement Administrator at KSupremeSettlement.com. You may also write with questions to KSupreme Settlement Administrator, P.O. Box 2348, Portland, OR 97208-2348. You can call the Settlement Administrator at (888) 839-5739 or Class Counsel at (646) 837-7150 if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

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