

## **Canteen Vending Machine Class Action Settlement Notice**

**If you used a credit, debit, or prepaid card to make a purchase from certain vending machines owned by Compass Group USA, Inc. (doing business as “Canteen”), you could get a \$30-\$360 payment from a class action settlement**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

There is a proposed \$6,940,000 settlement (the “Settlement”) in a class action lawsuit against Compass Group USA, Inc., doing business as Canteen (“Compass” or “Canteen”), concerning allegations that certain of its vending machines charged consumers more than the displayed price for items when a purchase was made on a credit, debit, or prepaid card, without disclosing the extra charge for use of a card.

Compass has agreed to settle the lawsuit and provide cash payments to customers who made purchases from these vending machines at any time from 2014 to July 9, 2025.

You are included in this settlement as a member of the Class if you (1) made one or more purchase from a “Subject Vending Machine” (2) with a credit, debit, or prepaid card (3) in the United States (4) between 2014 and July 9, 2025.

The “Subject Vending Machines” means Canteen’s vending machines that (1) provided a cash or card payment option and (2) charged more than the price listed for purchases made with a credit, debit or prepaid card.

The Subject Vending Machines do not include Canteen vending machines that: (1) had a cash discount sticker at the time of the consumer’s purchase (a label informing the consumer that the displayed price is the cash price, which is lower than the price they will be charged if they use a credit/debit/prepaid card); or (2) had a digital shopping cart (a screen that displays both the cash and credit price).

A list of locations with the Subject Vending Machines can be found on the Settlement Website: [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com).

Your rights are affected whether you act or don’t act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM DEADLINE: NOVEMBER 14, 2025</b>	This is the only way you can receive a payment from this settlement.
<b>OPT-OUT OF THE SETTLEMENT DEADLINE: OCTOBER 17, 2025</b>	You may exclude yourself from the settlement by contacting the settlement administrator. If you do this, you will not receive a settlement payment and will not be bound by the settlement.
<b>OBJECT TO THE SETTLEMENT DEADLINE: OCTOBER 17, 2025</b>	You may object to the settlement or any part of it by writing to the Court about why you don’t like the settlement. If you object, you may also file a claim and you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement if your objection is overruled.
<b>DO NOTHING</b>	You may choose to do nothing. If you do nothing, you will receive no money from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against Compass regarding any legal claims released in this settlement.

Each choice has risks and consequences. Unless you exclude yourself, you are staying in the Class and agreeing to release Compass as set forth in the Settlement Agreement if the Court approves the settlement. This means that you can't sue, continue to sue, or be part of any other lawsuit against Compass about the legal issues related to this case. It also means that all of the Court's orders will apply to you and legally bind you.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com). Please visit the website regularly for further updates about the Settlement.

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## A. THE LAWSUIT AND SETTLEMENT BENEFITS

### 1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action settlement. You are NOT being sued. This notice explains the litigation, the proposed Settlement, and your legal rights. This litigation is known as *Jilek v. Compass Group USA, Inc.*, Case No. 3:23-cv-00818-JAG-DCK, which is pending in the United States District Court for the Western District of North Carolina, Charlotte Division. Judge John A. Gibney, Jr. is the judge overseeing this case.

If you have any questions, please visit [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com) or contact the Settlement Administrator at (833) 360-6766 or [info@VendingMachineSettlement.com](mailto:info@VendingMachineSettlement.com).

### 2. What is this lawsuit about?

This lawsuit alleges that Compass Group USA, Inc. (doing business as Canteen) (“Compass”), owns and operates certain vending machines across the United States that have charged customers’ credit, debit, or prepaid cards more than the displayed prices for items it sold in its vending machines, without informing purchasers of that extra charge for use of a card. The vending machines at issue are located in Alabama, Arkansas, Arizona, California, Colorado, Delaware, Florida, Iowa, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Maryland, Michigan, Minnesota, Missouri, North Carolina, Nebraska, New Jersey, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, Wisconsin, and West Virginia.

The lawsuit primarily alleges that Compass’s charging more than the price displayed constitutes a breach of contract.

The parties have actively litigated the case since 2018, including lawsuits in multiple jurisdictions that were consolidated into this case, and lawsuits in state courts; Compass filing multiple motions to dismiss; exchanging discovery including interrogatories and responses to those interrogatories, voluminous document production by Compass, and numerous depositions; expert witness reports and depositions; Compass’ motion to strike certain opinions offered by plaintiff’s expert witness; and Plaintiff’s motion for class certification.

Compass denies all claims and allegations of wrongdoing and denies that it violated any law or duty that would give rise to liability. The Court has not decided who is right. The motion for class certification and motion to strike were fully briefed but not yet ruled on when the parties agreed to the proposed settlement.

### 3. Who is included in the Settlement Class?

You are included in the Class if, at any time between 2014 and July 9, 2025, you purchased in the United States an item from a “Subject Vending Machine” using a credit, debit, or prepaid card.

- A “Subject Vending Machine” means a vending machine owned or operated by Compass Group USA, Inc. (doing business as Canteen) that (1) provided a cash or card payment option and (2) charged more than the price listed for purchases made with a credit, debit, or prepaid card.
- The Subject Vending Machines do not include Canteen vending machines: (1) that had a cash discount sticker at the time of the consumer’s purchase (a label informing the consumer that the displayed price is the cash price, which is lower than the price they will be charged if they use a credit/debit/prepaid card); (2) that displayed both the cash and credit prices for each item; or (3) with a digital shopping cart (a screen that displays both the cash and credit price).

A list of locations with the Subject Vending Machines is posted on the Settlement Website.

The Class excludes Compass, its officers and directors, and officers and directors of any subsidiary, affiliate, successors, or assignees of Defendant; the trial judge presiding over this case; all persons who submit a Claim Form that is deemed invalid; and all persons in the Class who timely and properly opt out of this Agreement pursuant to the procedures set forth in the Settlement Agreement.

#### 4. What does the Settlement provide?

The settlement provides, among other things, for a total payment of \$6,940,000 that Compass has agreed to pay to settle the claims in the Lawsuit (the “Settlement Amount”). Subject to Court approval, the Settlement Amount shall be reduced to cover litigation costs, Settlement Administrator’s costs, and a Service Award to Plaintiffs, and by an award of up to one third of the total settlement for Settlement Class Counsel’s attorney fees. Following these reductions, the remaining amount shall be the Net Settlement Fund, which shall be distributed to Class members who file timely and valid claims. No money from the settlement will be returned to Compass.

#### 5. What are my options?

You have the choice of **participating** in the settlement by filing a claim to receive money, **doing nothing**, in which case you will not receive money, **excluding** yourself from the settlement, or **objecting** to the settlement. The table on page 1 summarizes your options under the proposed Settlement.

Your options include:

- a. **File Claim to receive settlement payment.** To receive a settlement payment, *you must complete and submit online, or postmark and mail for return, a Claim Form on or before November 14, 2025.* You will not need to submit proof of purchases with the Claim Form; however, you may subsequently be asked to provide additional information. If you are a Class member and return a completed Claim Form that is timely and valid, and if the Court grants final approval of the settlement, you will receive money from the settlement and be bound by all orders and judgments of the Court. See Questions 6 and 7 for more information about filing a claim.
- b. **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against Compass regarding any legal claims released in this settlement.
- c. **Exclude yourself from the settlement.** You may exclude yourself from the settlement by mailing or emailing the Settlement Administrator on or before **October 17, 2025**. If you do this, you will NOT receive a settlement payment, you cannot object to the settlement, and you will not be bound by the settlement. See Question 9 for more information about excluding yourself from the settlement.
- d. **Object to the settlement.** If you are a Class member, you may object to the settlement on or before **October 17, 2025**. If you object, you may also file a Claim Form and you will remain a member of the Class (if you are otherwise eligible) and will still release the claims covered by this Settlement if your objection is overruled. Please see Question 14 for more information about filing an objection.

Please review this information carefully because your legal rights may be affected even if you do not take any action. Each choice has risks and consequences. Unless you exclude yourself, you are staying in the Class and agreeing to release Compass as set forth in the Settlement Agreement if the Court approves the settlement. This means that you can’t sue, continue to sue, or be part of any other lawsuit against Compass about the legal issues related to this case. It also means that all of the Court’s orders will apply to you and legally bind you.

## 6. How do I file a Claim?

You must submit a valid Claim Form by November 14, 2025. Claim Forms are located online and may be completed and submitted electronically at [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com). You may also print the Claim Form from the website and send to the Settlement Administrator at the address on the form. Claim Forms are also available upon request by calling (833) 360-6766 or emailing [info@VendingMachineSettlement.com](mailto:info@VendingMachineSettlement.com).

In the Claim Form, you must verify under oath: (1) your name and contact information; (2) that you made a purchase from a Subject Vending Machine with a credit, debit, or prepaid card between 2014 and July 9, 2025; (3) the number of such purchases made between 2014 and July 9, 2025 as shown in the chart in Question 7; and (4) the location of such purchases.

You will not need to submit proof of purchases with the Claim Form; however, you may subsequently be asked to provide additional information. If you are a Class member and return a completed Claim Form that is timely and valid, and if the Court grants final approval of the settlement, you will receive money from the settlement and be bound by all orders and judgments of the Court.

## 7. How much will my payment be if I file a valid Claim?

The exact number of Claimants, and the amount of money each Settlement Class Participant will receive will not be known until a later date. If there are sufficient funds in the Net Settlement Fund, Claimants will receive between \$30 and \$360 depending on the number of purchases they made, as shown in the following chart.

Number of Purchases	Settlement Payment
Up to 250 purchases	\$30
More than 250 purchases	\$60
More than 500 purchases	\$90
More than 750 purchases	\$120
More than 1,000 purchases	\$150
More than 1,250 purchases	\$180
More than 1,500 purchases	\$210
More than 1,750 purchases	\$240
More than 2,000 purchases	\$270
More than 2,250 purchases	\$300
More than 2,500 purchases	\$360

These amounts could be reduced on a *pro rata* basis depending on the number of Claimants. If there is no *pro rata* reduction of the Settlement Payments and, after making the full payments, money remains in the Net Settlement Fund, then the balance will be distributed as a *cy pres* payment at the discretion of the Court. Please consult your tax advisor regarding the tax consequences and obligations related to the payment.

## 8. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, all members of the Class, even those who do not file a Claim Form, will release Compass and the Released Parties from liability and will not be able to sue Compass about the issues in the lawsuit.

The Settlement Agreement at Section K describes the released claims in necessary legal terminology, so read it carefully. That Section of the Settlement Agreement states in full:

Except for the obligations set forth in this Agreement and in the Court's Fee Award, Final Approval,

and Final Judgment, for and in consideration of the Settlement Amount and other consideration, and the mutual promises contained in this Settlement Agreement, Plaintiff and all member of the Class, and their respective agents, heirs, executors, administrators, successors, assigns, guardians and representatives (the “Releasing Parties”), fully and finally release, as of the Effective Date, the Released Parties from any and all claims for relief, liabilities, rights, demands, suits, petitions, demands in law or equity, matters, obligations, damages (including consequential damages), losses or costs, liquidated damages, statutory damages, attorneys’ fees and costs, actions or causes of action, of every kind and description, or any allegations of liability whether liquidated or unliquidated, whether known or unknown, fixed or contingent, accrued or not accrued, matured or not yet matured, asserted or unasserted, whether based on direct, successor, agency, or respondent superior liability, whether suspected or unsuspected, including without limitation those related to unknown or unsuspected injuries as well as unknown or unsuspected consequences of known or suspected injuries that the Releasing Parties now own or hold, or have owned or held at any time prior to the Effective Date of this Agreement, that were or could have been asserted in the Action, or are based on or in any way related to the factual predicate relating to the Action (the “Released Claims”).

Upon the Effective Date, as to the Released Claims only, the Releasing Parties shall be conclusively deemed to have waived and fully, finally, and forever released any and all provisions, rights, and benefits conferred by (i) Section 1542 of the California Civil Code, which provides as follows:

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

or (ii) any equivalent, similar, or comparable present or future law or principle of law in any jurisdiction; or (iii) any law or principle of law in any State or territory of the United States, any foreign state or any other jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above. The Releasing Parties, and each of them, may hereafter discover facts other than or different from those which they know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties hereby expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim, accrued or unaccrued claim, loss, or damage with respect to the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such additional or different facts. The foregoing release of unknown, unanticipated, unsuspected, and unaccrued losses or claims with respect to the Released Claims is contractual and intentional, and not a mere recital.

The full Settlement Agreement is available at [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com). You can talk to one of the lawyers listed in Question 12 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## 9. How do I exclude myself from the Settlement?

You may exclude yourself from the settlement by mailing or emailing the Settlement Administrator (contact information in Section E below) on or before **October 17, 2025**. Your Request for Exclusion must include your name, address, telephone number, email, a clear and unequivocal statement that you wish to be excluded, and your (or your authorized representative’s) actual or digital signature. A request to exclude cannot be made on behalf of a group of persons. If you exclude yourself from the settlement, you will NOT receive a settlement payment, you cannot object to the settlement, and you will not be bound by the settlement. If you file a Claim Form and a Request for Exclusion, your Request for Exclusion will be honored *only* if you contact the Settlement



Administrator in writing to expressly revoke or rescind submission of your Claim Form prior to October 17, 2025.

## 10. Why is there a Settlement?

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Compass from liability. The Settlement does not mean that Compass broke any laws or did anything wrong, and the Court did not decide which side was right. The Plaintiffs and the lawyers representing the Class believe that the Settlement is in the best interests of all Class Members, and the Court will have to approve the settlement as fair, adequate, and reasonable.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth in greater detail the rights and obligations of the parties. To access the Settlement Agreement and other important case documents, please visit [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com).

## 11. When would I get my Settlement payment?

The Court will hold a hearing on January 9, 2026 to decide whether to grant final approval to the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, only if and when the Court grants final approval to the Settlement and after any appeals are resolved.

## B. THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

Yes. The Court has appointed the lawyers listed below to represent the Class. These lawyers are called “Class Counsel.” Their contact information is as follows:

<b>Arias Sanguinetti Wang and Team LLP</b> Mike Arias M. Anthony Jenkins 6701 Center Drive West 14th Floor Los Angeles, CA 90045 Tel: 310-844-9696 <a href="mailto:CompassSettlement@aswtlawyers.com">CompassSettlement@aswtlawyers.com</a>	<b>Goldenberg Heller &amp; Antognoli, P.C.</b> Kevin P. Green Daniel S. Levy 2227 South State Route 157 Edwardsville, Illinois 62025 Tel: 618-656-5150 <a href="mailto:CompassSettlement@ghalaw.com">CompassSettlement@ghalaw.com</a>	<b>Rhine Law Firm, P.C.</b> Joel R. Rhine Ruth A. Sheehan 1612 Military Cutoff Road Suite 300 Wilmington, NC, 28403 Tel: 910-772-9960 <a href="mailto:JRR@rhinelawfirm.com">JRR@rhinelawfirm.com</a> <a href="mailto:RAS@rhinelawfirm.com">RAS@rhinelawfirm.com</a>
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If you want to be represented by another lawyer, you may hire one at your own expense.

### 13. How will the lawyers be paid?

Settlement Class Counsel will request up to one-third of the total settlement amount as attorney fees, plus reimbursement of litigation costs and expenses, payment of a Service Award to Plaintiffs, and the Settlement Administrator’s costs. The request for such amounts (“Fee Application”) will be added to the settlement website after it is filed and is to Court approval. The Court must approve Class Counsel’s requests for fees, costs and expenses, and Service Awards, and it may award less than the amounts requested. Class Counsel will submit

their Fee Application by October 7, 2025, and that document will be available at [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com) promptly after it is filed with the Court.

## C. OBJECTING TO THE SETTLEMENT

### 14. How do I tell the Court if I do not like the Settlement?

If you do not like the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. An objection cannot be made on behalf of a group of persons. If the Court does not approve the Settlement, the lawsuit will continue. To comment on or to object to the Settlement or to Class Counsel's request for attorneys' fees, costs, and expenses, and the request for Plaintiffs' Service Awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name "*Jilek v. Compass Group USA, Inc. d/b/a Canteen*," and number of the Action "No. 3:23-cv-00818-JAG-DCK" pending in the United States District Court for the Western District of North Carolina;
- Your full name, current residential address, mailing address (if different), telephone number, and email address, and if you are represented by counsel, the name, address, and telephone number of your counsel;
- An explanation of the basis upon which you claim to be a Class member, including the State(s) in which you purchased from a Subject Vending Machine using a credit, debit, or prepaid card, and other information you want the Court to consider;
- The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection to this Settlement, the caption and case number of each case in which you have made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
- A statement of each objection and a written brief detailing all grounds for the objection, accompanied by any legal or factual support for the objection, and any documents or other evidence you believe supports the objection or wish to introduce in support of the objection; and
- Your original signature and date of signature.

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The full name, telephone number, mailing address, and e-mail address of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys' fees, costs and expenses;
- The identity of all counsel representing you who will appear at the Fairness Hearing; and
- The number of times your counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which your counsel has made such objection and the caption and case number of any related appeal.

Class members, or their attorneys, intending to make an appearance at the Final Approval Hearing must deliver to Class Counsel and Defendant's Counsel and have file-marked by the Court, on or before the Objection



Deadline, a Notice of Intention to Appear. The Notice of Intention to Appear must:

- State how much time the Class member anticipates needing to present the objection;
- Identify, by name, address, telephone number all witnesses the Class member proposes to have testify;
- Summarize in detail the anticipated testimony of all such witnesses; and
- Identify and attach all exhibits the Class member intends to offer in support of the objection.

You must file your objection electronically with the Court, or mail your objection to the Clerk of the Court, and send a copy to counsel listed below, postmarked on or before October 17, 2025:

Court	Class Counsel	Compass's Counsel
Clerk of Court United States Courthouse Charles R. Jonas Federal Building 401 West Trade Street Room 1200 Charlotte, NC 28202	Any one or more of the attorneys listed in Question 12	K&L Gates LLP Joseph C. Wylie II Nicole C. Mueller 70 West Madison Street, Suite 3300 Chicago, IL 60602-4207 joseph.wylie@klgates.com <a href="mailto:Nicole.Mueller@klgates.com">Nicole.Mueller@klgates.com</a>

## D. THE COURT'S FAIRNESS HEARING

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

The Court will hold the final approval or "Fairness Hearing" at **9:00 a.m. on January 9, 2026**, at the Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, Virginia 23219, before Senior District Judge John A. Gibney Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and expenses, and the request for Plaintiffs' Service Awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the settlement and the request for attorneys' fees, costs, expenses, and Service Awards. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website for further updates([www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com)).

### 16. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advanced notice of your intention to appear (*see* Question 14 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

## E. GETTING MORE INFORMATION

### 17. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. The Settlement Agreement, Claim Form, and other related documents are available at [www.vendingmachinesettlement.com](http://www.vendingmachinesettlement.com). Additional information is also available by calling (833) 360-6766 or by writing to:

*Jilek v Compass Group USA Inc d/b/a Canteen*

P.O. Box 25417

Santa Ana, CA 92799

[info@VendingMachineSettlement.com](mailto:info@VendingMachineSettlement.com)