

**CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI**

JULIE GEORGE, HEATHER ERWIN,	)	
JANET CHILDERS, AND FRANK LEVITT,	)	
individually, and on behalf of all others	)	
similarly-situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 1822-CC11811
	)	
KEURIG DR PEPPER INC., and	)	
DR PEPPER/SEVEN UP, INC.,	)	
	)	
Defendants.	)	

**ORDER GRANTING PLAINTIFFS' UNCONTESTED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Julie George, Heather Erwin, Janet Childers, and Frank Levitt (“Plaintiffs” or “Class Representatives”) have moved the Court for preliminary approval of a proposed class action settlement with Defendants Keurig Dr Pepper Inc. (“KDP”) and Dr Pepper/Seven Up, Inc. (“Defendants”), the terms and conditions of which are set forth in the Settlement Agreement filed with the Court (“Settlement Agreement”) and in the exhibits attached hereto.

This case concerns the labeling, advertising, and selling of Canada Dry Ginger Ale products bearing the label “Made from Real Ginger” (the “Products”).<sup>1</sup> Plaintiffs contend the Products are mislabeled as “Made from Real Ginger,” which leads consumers to believe that the Products contain real ginger from ginger root, when, in fact, the Products contain less than 2 parts per million of a ginger flavor extract and other flavors.

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<sup>1</sup> This includes, but is not limited to, the following: Canada Dry Ginger Ale – Regular; Canada Dry Ginger Ale – Diet; Canada Dry Ginger Ale – Cranberry; Canada Dry Ginger Ale – Diet Cranberry; Canada Dry Ginger Ale – Blackberry; Canada Dry Ginger Ale – Ten; Canada Dry Ginger Ale and Lemonade; Canada Dry Ginger Ale – Made with Real Sugar.

Plaintiffs contend that, by labeling the Products as “Made from Real Ginger,” Defendants caused consumers to purchase the Products instead of competing beverages, to pay a premium for the Products, or to pay more for the Products than they otherwise would have, had the Products not been labeled “Made from Real Ginger.” Plaintiffs seek to recover, on behalf of a class of all purchasers in the United States who purchased the Products between January 1, 2013, and December 19, 2018 (except for re-sellers and those who, between December 28, 2012, and the present, purchased any Canada Dry Ginger Ale Products in the state of California), the difference between the actual value of the Products and the value of the Products if they had been as represented. Alternatively, Plaintiffs seek restitution and/or disgorgement of Defendants’ economic enrichment. Plaintiffs also seek to enjoin Defendants’ ongoing labeling practices.

Defendants deny that there is any factual or legal basis for Plaintiffs’ allegations. Defendants contend that the labeling of the Products was truthful and non-misleading, and that purchasers did not pay a “premium” for the Products as the result of any misrepresentations. Defendants, therefore, deny any liability. They also deny that Plaintiffs or any other members of the Settlement Class have suffered injury or are entitled to monetary or other relief. Defendants finally deny that this case should have been certified as a class action, except for purposes of settlement. In that regard, Defendants specifically deny that there are questions of fact or law common to the class, that the Class Representatives are typical of consumers in the forty-nine states, and that a settlement class is an appropriate method for fairly and efficiently adjudicating the controversy; however, in the interest of settling, Defendants do not oppose Plaintiffs’ request to certify the Settlement Class.

On July 5, 2018, Plaintiff Janet Childers filed a class action petition against DPSG and DPSU in the District Court of Dallas County, Texas, 95th Judicial District, styled *Childers v. Dr*

*Pepper Snapple Group, Inc., et al.*, Cause No. DC-18-08724, alleging (a) common law fraud and/or intentional misrepresentation; (b) breach of express warranty under Tex. Bus. & Comm. Code § 2.313; (c) breach of implied warranty under Tex. Bus. & Comm. Code § 2.14(e) and (f); (d) negligent misrepresentation; and (e) unjust enrichment. On July 20, 2018, Plaintiff Heather Erwin filed a class action complaint against DPSG and DPSU in this Court, styled *Erwin v. Dr Pepper Snapple Group, Inc. et al.*, Case No. 18-L-0492, alleging (a) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. Ann. 505/2; and (b) unjust enrichment. On July 25, 2018, Plaintiff Julie George filed a class action petition against DPSG and DPSU in the 22nd Judicial Circuit Court of the City of St. Louis State of Missouri, styled *George v. Dr Pepper Snapple Group, Inc., et al.*, Case No. 1822-CC10842, alleging (a) violation of Missouri’s Merchandising Practices Act § 407.020 (“MMPA”); and (b) unjust enrichment. On July 30, 2018, Plaintiff Frank Levitt filed a class action complaint against DPSG and DPSU in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, styled *Levitt v. Dr Pepper Snapple Group, Inc., et al.*, Case No. 18-018098, alleging (a) violation of Florida’s Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*; (b) negligent misrepresentation; and (c) unjust enrichment.

As the Defendants began evaluating the lawsuits, they conferred with opposing counsel and presented what Defendants contended were defenses to, and possible defects in, the suits. The parties, recognizing the judicial goal in the states where the suits were then pending, of encouraging the early submission of disputes to mediation, agreed that, instead of submitting the defenses and possible defects to the applicable courts for decision, they would participate in early mediation before United States District Judge Wayne R. Andersen (Ret.) of JAMS.

To facilitate early mediation, the Plaintiffs voluntarily withdrew their pending lawsuits,

without prejudice to refiling should early mediation fail. On August 14, 2018, Plaintiff Childers filed an amended petition, removing the class allegations, ultimately voluntarily dismissing her petition on September 28, 2018. On August 27, 2018, Plaintiff George voluntarily dismissed her class action petition in the Missouri court. On August 28, 2018, Plaintiff Erwin voluntarily dismissed her class action complaint in this Court. On August 30, 2018, Plaintiff Levitt voluntarily dismissed his class action complaint in the Florida court.

In early September, in a further effort to facilitate the early mediation, and recognizing that, had the various suits continued, discovery would have been required, Defendants produced to Plaintiffs' counsel the materials Defendants had collected and produced in a similar matter, styled *Fitzhenry-Russell, et al. v. Dr Pepper Snapple Grp., et al.*, Case No. 5:17-cv-00564-NC (N.D. Cal.). This amounted to over 200,000 pages of documents and was the result of over eighteen months of discovery collection and production efforts.

On September 19, 2018, the parties attended a formal mediation in Chicago, Illinois, with Judge Andersen. In brief, the negotiations were rigorous, time-consuming, challenging, and far from certain.

On December 11, 2018, the four plaintiffs from the *Childers, Erwin, George, and Levitt* state court actions filed a collective action in this Court against Defendants. In their collective petition, Plaintiffs make similar allegations to those they asserted before and allege that Defendants are liable for (a) violation of the MMPA and Missouri common law, as well as consumer protection statutes from forty-nine other states; and (b) unjust enrichment. Plaintiffs sought to pursue these claims on behalf of themselves and all purchasers of the Products, except for those who purchased the Products in California from December 28, 2012 to the present.

The Class Representatives have moved the Court for preliminary approval of a proposed

class action settlement with Defendants, the terms and conditions of which are set forth in the Settlement Agreement filed with the Court. The Settlement was negotiated over several months with the assistance of Judge Andersen.

The terms of the Settlement are summarized in the proposed Settlement Notice to Settlement Class Members, which is attached as Exhibit B1 to the Settlement Agreement. In brief, Defendants have agreed to sell-through all remaining stock of the existing label and change the labeling on future Products to remove the label claim “Made from Real Ginger.” Defendants may, at their election, add a label claim that uses any combination of the following phrases: “ginger,” “real ginger,” or “natural ginger,” in combination with one of the following three phrases: “taste,” “extract,” or “flavor.” For example, the words “taste,” “extract,” or “flavor” may be used, preceding, or following, the words “ginger,” “real ginger,” or “natural ginger,” to form permissible phrases, such as “real ginger taste,” “made with real ginger extract,” “real ginger flavor,” “flavor from real ginger,” “flavor from real ginger extract,” “natural ginger flavor,” and “natural ginger.” These changes will be incorporated in a court injunction.

In addition, all members of the Settlement Class may submit a claim for a refund of \$0.40 in cash per Unit of Product purchased between January 1, 2013, and December 19, 2018, up to a total of \$40 per Household, or 100 Units of the Products. Valid claims will be paid even without proof of purchase, but only up to a total of \$5.20 per Household. Thus, Proof of Purchase is required for claims regarding purchases of more than 13 Units of the Products. Proof of Purchase, as defined in the Settlement Agreement, can be provided not only with a store receipt, but also through any other documentation from a third-party commercial source that reasonably establishes the fact and date of purchase of the Product during the Class Period in the United States. The minimum payment for any Valid Claim shall be \$2.00 per Household.

If the total amount of all Valid Claims exceeds the Settlement Amount of eleven-million-two-hundred-thousand dollars and zero cents (\$11,200,000.00), then the Benefit payable to each Claimant shall be proportionately reduced, such that Defendants' maximum liability for Valid Claims will not exceed the Settlement Amount in the aggregate.

As part of the Settlement, Plaintiffs' attorneys may apply to this Court to award them up to one-million-two-hundred-thousand dollars and zero cents (\$1,200,000.00) from Defendants to pay their attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with this action. Defendants have reserved the right to oppose or object to any Fee Award. Plaintiffs' attorneys may also apply to this Court for payments from Defendants to the Class Representatives for up to \$1,000 for each Class Representative. Such amounts must be approved by the Court, and the Court will defer any ruling on the appropriateness of such awards until the Final Approval Hearing.

Having considered all matters submitted to it at the hearing on the motion and otherwise, including the complete record of this action, and good cause appearing therefore, the Court grants preliminary approval and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement except as otherwise expressly provided.

2. The Court preliminarily approves the Settlement Agreement as within the range of possible final approval and as meriting submission to the Settlement Class for its consideration. The parties' Agreement was reached as a result of extensive arm's length negotiations between the parties and their counsel and involved a well-respected and experienced mediator. Additionally, before entering into the Agreement, Defendants produced to Plaintiffs' counsel over 200,000 pages of documents. Thus, Plaintiffs and their counsel had sufficient information to evaluate the

strengths and weaknesses of the case and to conduct informed settlement discussions.

3. For purposes of the settlement only, the Court provisionally certifies the Settlement Class, which consists of all Persons who, between January 1, 2013, and December 19, 2018, purchased the Product in the United States, excluding purchases made in California between December 28, 2012, and the present, and purchases made for purposes of resale. Specifically excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) all Persons who purchased the Product in the state of California between December 28, 2012, and the present; (c) Keurig Dr Pepper Inc., f/k/a Dr Pepper Snapple Group, Inc., Dr Pepper/Seven Up, Inc., and their directors, officers, employees, principals, affiliated entities, legal representatives, successors, and assigns; (d) Persons who timely exclude themselves from the Settlement Class; (e) any government entity; and (f) the Honorable Mark H. Neill, or such other judge assigned by the Court, the Honorable Wayne R. Andersen (Ret.), and any member of their immediate families.

4. The Court preliminarily finds and concludes, solely for purposes of considering this Settlement, that the requirements of Missouri Rule 52.08 are conditionally satisfied for certification of the Settlement Class to pursue claims for unjust enrichment and under the consumer protection laws of the forty-nine states (other than California) and the District of Columbia (collectively, “states”). Solely for the purpose of considering this forty-nine state Settlement, the Court finds Plaintiffs have met the requirements of Rule 52.08 for the reasons set forth in Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, as well as for the reasons that follow.

- a. The Settlement Class Members are too numerous to be joined in a single action;

- b. There are questions of fact or law common to the class, and the common questions predominate over any questions affecting only individual members<sup>2</sup>;
- c. The Class Representatives, who reside in four different states,<sup>3</sup> are typical of consumers around the country (except in California) in that they were all exposed to identical Product labels, which are alleged to have been false and deceptive for identical reasons, and, thus, their claims for unjust enrichment and violations of consumer protection statutes are such that they will fairly and adequately protect the interests of the class; and
- d. A settlement class is an appropriate method for fairly and efficiently adjudicating the controversy and is superior to alternative means of resolving the claims and disputes at issue in this litigation.

The Court further notes that Plaintiffs' class action petition, filed on December 11, 2018, sets forth causes of action for a nationwide (except consumers who purchased the Product in California between December 28, 2012, and the present) class; that Defendants do not oppose Plaintiffs' request to certify a nationwide (except for the California Class) Settlement Class for the

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<sup>2</sup> While the Court will consider differences in state laws as part of the predominance inquiry, this Court need not inquire "whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial." *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (internal citations omitted). In that regard, Plaintiffs have submitted extensive briefing and supplemental materials identifying the similarities and differences among state laws and setting forth why the common issues predominate and why the differences are immaterial to this Action. See Mot. for Preliminary Approval of Class Action Settlement. The Court preliminarily finds, for the purpose of considering this forty-nine state Settlement, where there are different permutations of the rules among the states, there is at least one named Plaintiff from each group of states with that permutation. As such, Class Representatives exist to prove all elements of all claims for all variations of the laws of the forty-nine states affected by this Settlement.

<sup>3</sup> The states of residence are: Florida (Levitt), Illinois (Erwin), Missouri (George), and Texas (Childers).



purpose of this Settlement; and that, in the event final approval of the Settlement Agreement is denied, or a mandate is issued reversing an award of final approval, or the Settlement Agreement is otherwise terminated, the certification of the Settlement Class will be void; and that, in such event, Defendants do not waive, and instead expressly reserve, all rights to defend this Action and shall not be precluded from challenging class certification in further proceedings in the Action or in any other action.

5. The Court conditionally designates the law firms of Nelson & Nelson Attorneys at Law, Haley & Olson, P.C., Armstrong Law Firm LLC, and Eggnatz | Pascucci as Settlement Class Counsel and Julie George, Heather Erwin, Janet Childers, and Frank Levitt as Class Representatives for purposes of this Settlement. The Court preliminarily finds that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members. The Court designates, and approves, Heffler Claims Group to serve as Claim Administrator.

6. Because the Settlement Agreement is within the range of reasonableness and possible final approval, notice shall be provided to the Settlement Class as described in Section V of the Settlement Agreement.

- a. The Notice Plan consists of four parts: (1) a settlement website; (2) a one-half page, black and white insert in *People Magazine*, published once in the national edition of the magazine and a one-half page, black and white insert in *Good Housekeeping*, published once in the national edition of the magazine; (3) online notice advertisements published using Google AdWords, Facebook, Instagram, and Multiple Inventory Exchanges; and (4) a press

release of up to 800 words distributed on PR Newswire's US1 Newslines.

- b. At least ten (10) business days prior to the Notice Date, the Claim Administrator will establish the Settlement Website, which shall contain the Settlement Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a contact information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs' counsel; the Settlement Agreement; the signed Preliminary Approval Order and publicly filed motion papers and accompanying papers; a downloadable and online version of the Claim Form; and a downloadable and online version of the Opt-Out form by which Settlement Class Members may exclude themselves from the Settlement Class. The Claim Administrator shall add to the Settlement Website all other material filings by the parties or the Court regarding the Settlement, including Plaintiffs' application for attorneys' fees, costs, expenses, and/or payments to the Class Representatives, the motion for final approval, and any orders with respect to such applications and motions.
- c. The Claim Administrator shall cause the Publication Notice to be published in accordance with the Notice Plan as soon as practicable after the Notice Date.
- d. The Claim Administrator shall initiate the process of providing the

online notices on websites as set forth in the Media Plan, so that overall notice of the Settlement (including the Publication Notice) is reasonably calculated to apprise the Settlement Class Members of the Settlement.

- e. The Claim Administrator shall issue the Publication Notice as a press release, as further described in the Media Plan.
- f. The Claim Administrator also will receive and process Claim Forms. Defendants alone will pay the notice and administration costs associated with the Settlement.

7. A Final Approval Hearing shall be held before this Court at 10:00 a.m. on April 8, 2019, in the Circuit Court of the City of St. Louis, State of Missouri, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order should be entered, and (b) whether Class Counsel's application for attorneys' fees, costs, and a payment to the Class Representatives should be approved.

8. The Court approves, as to form and content, the Claim Form and Notices that are attached as Exhibits A and B1–3 hereto. The Claim Form and all the Notices are written in plain English and are easy to comprehend. The Parties shall have discretion to jointly make non-material minor revisions to the Claim Form and Notices before publishing. Responsibility for settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Claim Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

9. The Court finds that the Parties' plan for providing notice to the Settlement Class is reasonably calculated to provide notice to the Settlement Class of the pendency of the Action,

certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval hearing, and complies fully with the requirements of due process, Missouri Rule 52.08, and any other applicable law. The Parties and the Claim Administrator shall comply with the notice plan as set forth in the Settlement Agreement.

10. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a request for exclusion to the Claim Administrator, pursuant to the instructions set forth in the Settlement Notice. The request must be submitted online by no later than 11:59 p.m. March 19, 2019, or, if mailed, must be delivered to, and received by, the Claim Administrator no later than March 19, 2019. No one shall be permitted to exercise any exclusion rights on behalf of any other Person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization and no one may exclude other Persons within the Settlement Class as a group, class, or in the aggregate.

11. No later than five (5) days before the Final Approval Hearing, scheduled for April 8, 2019, or such other date as ordered by the Court and published on the settlement website, the Claim Administrator shall prepare and deliver to the Parties a list of the names of the Persons who, pursuant to the Class Notice, described herein, have excluded themselves from the Settlement Class in a valid and timely manner. Plaintiffs' counsel shall file that list with the Court. The Court retains jurisdiction to resolve any disputed exclusion requests.

12. Any member of the Settlement Class wishing to make a claim must submit a Claim Form to the Claim Administrator, pursuant to the instructions set forth in the Settlement Notice. The request must be submitted online by no later than March 19, 2019, or, if mailed, it must be delivered to, and received by, the Claim Administrator by no later than March 19, 2019.

13. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the Settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the Settlement or intervene in the Action. If the Settlement is granted final approval, all Settlement Class Members who do not timely submit a valid request for exclusion will be bound by the Final Approval Order and final judgment and enjoined from bringing or prosecuting any action relating to the released claims, including claims related to the sell-through of existing stock, as defined in the Settlement Agreement.

14. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement. The written objection must satisfy the requirement described in the Settlement Notice. An objection must be electronically filed, or delivered to, and received by, the Claim Administrator, no later than March 19, 2019, or it will be rejected.

15. Any Settlement Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. However, if the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a written objection as set forth in the prior paragraph of this Order.

16. Immediately upon receipt of any objection, delivered to, and received by, the Claim Administrator by the appropriate date, the Claim Administrator shall forward the objection and all supporting documentation to counsel for the Parties. No later than March 25, 2019, Plaintiff's counsel shall file all such objections and supporting documentation with the Court.

17. Plaintiffs shall file their motion for final approval and class representative payments no later than March 4, 2019, and their motion for an award of attorneys' fees, costs, and expenses


no later than March 4, 2019, and the reply in support of that motion and responses to any objections and requests to intervene no later than March 25, 2019. Those motions and all supporting documentation shall simultaneously be posted to the Settlement Website.

18. In the event that the proposed Settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

19. This Order shall not be construed as an admission or concession by Defendants of the truth of any allegations made by the Plaintiffs or of liability or fault of any kind.

20. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by Order of the Court.

**IT IS SO ORDERED** this 19th day of December 2018.

  
The Honorable Mark H. Neill  
Div. 5

**FILED**  
DEC 20 2018  
22ND JUDICIAL CIRCUIT  
CIRCUIT CLERK'S OFFICE  
BY \_\_\_\_\_ DEPUTY

# EXHIBIT A

## IMPORTANT LEGAL MATERIALS

### CLAIM FORM

#### GENERAL INSTRUCTIONS

To make a claim under the Settlement, you must complete this form and submit it online or mail it to the address at the bottom of this form. Your Claim Form must be addressed to and delivered to, and received by, the Settlement Administrator by 11:59pm on March 19, 2019. The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

You can submit a Claim for a Benefit Check under this Settlement if you purchased any Canada Dry Ginger Ale Products in the United States (\*Excluding California), between January 1, 2013, and December 19, 2018, which contained the terms “Made from Real Ginger” on the labels, including those listed in the Petition. As noted above, with respect to all Persons who, between December 28, 2012, and the present, purchased any Canada Dry Ginger Ale Products in the state of California, they are not bound by the Settlement or eligible to file a Claim.

**Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form.** Completed Claim Forms must be mailed to the Settlement Administrator at Heffler Claims Group, George v. Keurig Dr Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097 or can be submitted via the Settlement Website, [www.CDGAsettlement.com](http://www.CDGAsettlement.com). **Claim Forms must be DELIVERED TO, AND RECEIVED BY, THE SETTLEMENT ADMINISTRATOR or SUBMITTED ONLINE NO LATER THAN MARCH 19, 2019 at 11:59 p.m., Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Settlement Notice (“the Notice”) available at [www.CDGAsettlement.com](http://www.CDGAsettlement.com). Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. You can elect one Benefit per Household. To receive the most current information and regular updates, please submit your Claim Form on the Settlement Website at [www.CDGAsettlement.com](http://www.CDGAsettlement.com).



## Claimant Information

Claimant Name: \_\_\_\_\_  
First Name MI Last Name

Street Address: \_\_\_\_\_

Street Address2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Evening Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Purchaser ID: \_\_\_\_\_

Did you purchase Canada Dry Ginger Ale Products solely in the state of California between December 28, 2012, and the present?

☐

Yes

☐

No

## For use with Tier 1 Claims

Tier 1 Benefit is available for Settlement Class Members who purchased Canada Dry Products during the Class Period and do not have a valid Proof of Purchase. You may receive a Benefit of \$0.40 per Unit purchased, up to 13 Units, for a **maximum** of \$5.20 per Household. You may receive a **minimum** payment of \$2.00 per eligible Household. Settlement Class Members, however, could receive less than \$0.40 per Unit or the \$2.00 minimum payment, depending on a number of factors, including how many Valid Claims are actually submitted.

### Purchase Information

1. Please identify the Canada Dry Product(s) you purchased.

A. ☐

B. ☐

C. ☐

D. ☐

E. ☐

F. ☐

G. ☐

H. ☐

I. ☐

J. ☐

2. How many Unit(s) did you purchase? \_\_\_\_\_  
(If you are claiming more than 13 Units, see the Tier 2 Benefit section.)

3. Approximate month(s) and year(s) of purchases:

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4. Please identify the store(s) where you purchased the product(s):  
(Optional)

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## **For use with Tier 2 Claims**

Tier 2 Benefit is available for Settlement Class Members who purchased the Products during the Class Period and have a valid Proof of Purchase. You may receive up to a maximum of \$0.40 per Unit, up to a *maximum* of 100 units or \$40.00 per Household. However, the maximum amount could be less than \$40.00, depending on a number of factors, including how many Valid Claims are actually submitted.

<b>Purchase Information</b>
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1. Please attach Proof(s) of Purchase.

### Submission to Jurisdiction of the Court

By signing below, you are submitting to the jurisdiction of the Circuit Court of the City of St. Louis, State of Missouri.

### Certification under Penalty of Perjury

**I hereby certify under penalty of perjury that:**

1. I have read the Settlement Agreement and agree to its terms, including the Release(s);
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
3. The additional documentation information provided to the Settlement Administrator to support my Claim is original or else a complete and true copy of the original(s);
4. I am a member of the Settlement Class and did not request to Opt-Out from the Settlement Class;
5. I have not already entered into a Settlement for any of the Claims set forth in this Claim Form;
6. I am neither (a) a Person who purchased or acquired the Product for resale; (b) a Person who purchased the Product in the state of California between December 28, 2012, and the present; (c) an employee, principal, legal representative, successor, or and assign of Defendants or their affiliated entities; (d) a government entity; nor (e) a judge to whom this Action is assigned, or any member of the judge's immediate family;
7. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
8. No other Person in my Household has submitted a Claim under this Settlement;
9. I will timely provide any additional information requested by the Settlement Administrator to validate my Claim;
10. I understand that by submitting this Claim Form, the effect is the same as if I have given a complete Release of all settled Claims; and
11. I understand that Claims will be audited for veracity, accuracy, and fraud. Claims Forms that are not valid and/or illegible can be rejected.

Signature: \_\_\_\_\_ Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# **EXHIBIT B1**

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**Attention United States purchasers of certain Canada Dry Ginger Ale branded Products, except in California, Between January 1, 2013 and December 19, 2018**

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**This notice may affect your rights. Please read it carefully.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

- The notice concerns a case called *George v. Keurig Dr Pepper Inc.*, Case No. 1822-CC11811, filed in the Circuit Court of the City of St. Louis, State of Missouri.
- This class action Settlement will resolve a lawsuit against Keurig Dr Pepper, Inc., f/k/a Dr Pepper Snapple Group, Inc. and Dr Pepper/Seven Up, Inc. (“Defendants”). The lawsuit affects all Persons who meet all the following criteria:
  - Purchased Canada Dry Ginger Ale Products that contain the terms “Made from Real Ginger” on the labels (the “Products”); and
  - Purchased between January 1, 2013, and December 19, 2018; and
  - Purchased in the United States other than for the “California Class,” which is defined as all Persons who, between December 28, 2012, and the present, purchased any Canada Dry Ginger Ale Products in the state of California; and
  - Purchased for personal use and not resale.
- The lawsuit contends that the Products were inappropriately marketed as being “Made from Real Ginger.” The lawsuit seeks a court order to preclude such marketing and to provide a payment to customers for a portion of the purchase price.
- Defendants deny any wrongdoing. They contend that the Products have always been truthfully marketed and labeled, and always properly disclosed the ingredients.
- To settle the case, Defendants have agreed not to use the phrase “Made from Real Ginger” on the Products. In addition, Defendants will provide a cash Benefit of \$0.40 per Unit purchased, up to 13 Units or \$5.20 per Household, to Settlement Class Members who file a Valid Claim. These are called “Tier 1 Claims” and do not require proof of purchase. The minimum payment for any valid Tier 1 Claim shall be \$2.00 per Household, subject to adjustments based upon, among other things, the number of Valid Claims submitted. Settlement Class Members who do have Proof(s) of Purchase may elect a Benefit of \$0.40 per Unit purchased, up to 100 Units or \$40.00 per Household, for Settlement Class Members who file a Valid Claim. These are called “Tier 2 Claims” and they require proof of purchase. The maximum payment for any valid Tier 2 Claim shall be \$40.00 per Household, subject to adjustments based upon, among other things, the number of Valid Claims submitted. To avoid confusion, a Settlement Class Member may file a single Claim electing either Tier 1 or Tier 2. Only one Claim per Household is eligible.
- The total combined Benefit for all Class Members is limited to a maximum of \$11,200,000.
- The lawyers who brought the lawsuit will ask the Court for up to \$1,200,000 to be paid by Defendants as Attorneys’ Fees and Expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will ask for \$1,000 for each Plaintiff who brought this lawsuit. That payment is called the “Class Representative Service Award.”
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.CDGAsettlement.com](http://www.CDGAsettlement.com), or contact the Settlement Administrator at Heffler Claims Group, George v. Keurig Dr Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097 or by telephone at 1-833-305-3916.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

<b>YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	The only way to receive payment under the Settlement for your purchases.	<b>March 19, 2019</b>
<b>Opt-Out</b>	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendants. You will receive no payment from this Settlement.	<b>March 19, 2019</b>
<b>File Objection</b>	Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	<b>March 19, 2019</b>
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must</b> submit a written Objection by the Objection Deadline noted above.)	<b>April 8, 2019</b>
<b>Do Nothing</b>	You will receive the benefit of labeling changes but you will not receive any payment; also, you will have no right to sue later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefit Checks will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Fairness Hearing**  
On April 8, 2019, at 10:00 a.m., the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (3) whether Class Counsel's Application for a Fee Award should be granted; and (4) whether the application for the Class Representative Service Awards payments should be granted. The hearing will be held in the Circuit Court of the City of St. Louis, Missouri, before the Honorable Mark H. Neill, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 5th Floor, or such other judge assigned by the Court. This

Questions? Visit [www.CDGAsettlement.com](http://www.CDGAsettlement.com) or call 1-833-305-3916.



hearing date may change without further notice to you. Consult the Settlement Website at [www.CDGAsettlement.com](http://www.CDGAsettlement.com), or the Court docket in this case available through the Court's website (<http://www.stlcitycircuitcourt.com>), for updated information on the hearing date and time.

### **Important Dates**

March 19, 2019	Claims Deadline
March 19, 2019	Objection Deadline
March 19, 2019	Opt-Out Deadline
April 8, 2019	Fairness Hearing

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## **1. How Do I Know If I Am Affected By The Settlement?**

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This case involves Products purchased in the United States between January 1, 2013, and December 19, 2018, except in California.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class that is defined as all Persons who purchased Canada Dry Ginger Ale Products that contain the terms “Made from Real Ginger” on the labels, including the labels described or reproduced in the Petition, other than the California Class, between January 1, 2013, and December 19, 2018, purchased, in the United States.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue. Also, claims asserted by or on behalf of all Persons who, between December 28, 2012, and the present, purchased any Canada Dry Ginger Ale Products in the state of California shall not be bound by this Settlement.

## **2. What Is The Lawsuit About?**

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A lawsuit was brought by Plaintiffs against Defendants for the marketing and labeling of its Products as “Made from Real Ginger.” Defendants deny that there is any factual or legal basis for Plaintiffs’ allegations. Plaintiffs contend that Defendants’ marketing and labeling of their Products are misleading. Defendants contend that its Product labeling is accurate, deny making any misrepresentations and, therefore, deny any liability. They also deny that Plaintiffs or any other members of the Settlement Class have suffered any injury or are entitled to monetary or other relief. Defendants also deny that this case can be certified as a class action, except for purposes of Settlement. The Court has not determined whether Plaintiffs or Defendants are correct.

## **3. Why Is There A Lawsuit?**

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While Defendants deny that there is any legal entitlement to a refund or any other monetary relief, Plaintiffs contend that the Defendants caused consumers to purchase the Products when they would not otherwise have done so and/or the Defendants caused consumers to pay more for the Products as a result of the advertising or labeling. The lawsuit seeks to recover, on behalf of a class of all Purchasers (except members of the California Class and those who are otherwise excluded under the Settlement Agreement and those who purchased for resale purposes), money damages as a result of the alleged misrepresentations.

## **4. Why Is This Case Being Settled?**

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Plaintiffs filed their original lawsuit on July 20, 2018, and this lawsuit on December 11, 2018. Plaintiffs’ counsel have investigated the manufacturing, marketing, and labeling of the Products. Defendants have produced over 200,000 pages of documents for review. The parties participated in mediation sessions with the Honorable Wayne R. Andersen, retired United States District Judge for the Northern District of Illinois.

Counsel for both Plaintiffs and Defendants have determined that there is significant risk in

continuing the litigation. In particular, there may be substantial difficulties establishing: (1) that Defendants' packaging and/or labeling of the Products were false or likely to deceive or confuse reasonable Persons; (2) that the Products' "Made from Real Ginger" representation was material to reasonable consumers; (3) that any price premium can be attributed to the representation, and/or (4) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that different marketing and labeling would have changed the volume of sales or the pricing of Products.

Through the efforts of Judge Wayne Andersen (Ret.), the Parties have engaged in mediation and several rounds of settlement discussions. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiffs' claims be settled and dismissed on the terms of the Settlement Agreement. Plaintiffs and their counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

## **5. What Can I Get In The Settlement?**

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Settlement Class Members may elect either Tier 1 or Tier 2 Benefit for Products purchased between January 1, 2013, and December 19, 2018, regardless of the price the Settlement Class Member paid, subject to further adjustments or reductions:

- (a) Tier 1. Settlement Class Members who elect to fill out the Claim Form for Tier 1 and do not have valid Proof of Purchase may recover up to of \$0.40 per Unit for up to thirteen Units or \$5.20 per Household. The minimum payment for any valid claim shall be \$2.00 per Household, subject to adjustments based upon, among other things, the number of Valid Claims submitted; or
- (b) Tier 2. Settlement Class Members who elect to fill out the Claim Form for Tier 2 and do have valid Proof of Purchase may recover \$0.40 per Unit for up to one hundred (100) Units or \$40.00 per Household, subject to adjustments based upon, among other things, the number of Valid Claims submitted.
- (c) All Claims submitted from the same Household shall be treated as a single Claim including for the purposes of meeting the Proof of Purchase requirements.
- (d) The Settlement Administrator may make further adjustments to the Benefit depending upon the specific number of Valid Claims and information provided during the Claim process.
- (e) The Settlement also provides for a permanent injunction that prevents Defendants from using the label claim "Made From Real Ginger," but permits the labeling of Canada Dry Ginger Ale to include statements such as, "real ginger taste," "made with real ginger extract," "real ginger flavor," "flavor from real ginger extract," "natural ginger flavor," "ginger flavor," and combinations of those words or phrases.

"Proof of Purchase" means a receipt or other documentation, produced by a third-party commercial source, that reasonably establishes the fact and date of purchase of the Product during the Class Period in the United States (excluding California).

Claims will be paid only if deemed valid and only after the Court approves the Settlement.

Questions? Visit [www.CDGAsettlement.com](http://www.CDGAsettlement.com) or call 1-833-305-3916.

## **6. How Do I Make A Claim?**

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To make a Claim, you must fill out the Claim Form available on this Settlement Website, [www.CDGAsettlement.com](http://www.CDGAsettlement.com). You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: Heffler Claims Group, George v. Keurig Dr Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097. Claim Forms must be submitted online or delivered to, and received by, the Settlement Administrator by 11:59 p.m. Central Time on March 19, 2019. Benefit Checks will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

## **7. When Do I Get My Benefits?**

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Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing is scheduled for April 8, 2019. If the Court approves the Settlement and there are no appeals, then Benefit Checks will be distributed approximately 45 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Benefit Checks will be issued.

## **8. What Do Plaintiffs And Their Lawyers Get?**

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To date, Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court to award them up to \$1,200,000 from Defendants to pay their Attorneys' Fees and Expenses. Defendants have the right to object to Class Counsel's Application for Attorneys' Fees and Expenses. An award to Class Counsel does not affect the funds available to pay Valid Claims.

In addition, the named Class Representatives in this case may apply to the Court for a Class Representative Service Award up to \$1,000 per Plaintiff. This payment is designed to compensate the named Class Representatives for the time, effort, and risks they undertook in pursuing this litigation.

Class Counsel shall file its Application for a Fee Award and Class Service Award no later than thirty-five (35) days prior to the hearing on final approval. A copy of that Application will be available on the Settlement Website. Defendants have the right to object the Application for Attorneys' Fees and Expenses. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of Class Representative Service Awards.

## **9. What Happens If I Do Not Opt-Out From The Settlement?**

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If you are a Class Member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the Claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the cash Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Keurig Dr Pepper, Inc., f/k/a Dr Pepper Snapple Group, Inc., Dr Pepper/Seven Up, Inc. and/or any of the Released Parties that involves the same legal Claims as those resolved through this

Settlement.

**You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.**

Staying in the class also means that you agree to the following terms of the Settlement that describe exactly the legal Claims that you give up:

- a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiffs, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Parties.
- b) Plaintiffs and the Settlement Class Members fully release and forever discharge the Released Parties from any and all actions, causes of action, claims, administrative claims, demands, rights, damages, obligations, suits, debts, liens, penalties, fines, contracts, agreements, judgments, expenses, costs, liabilities, and causes of action of every nature and description, including claims for attorneys' fees, expenses and costs, whether known or unknown, suspected or unsuspected, existing now or arising in the future that (a) is or are based on any alleged act, omission, inadequacy, misstatement, representation, misrepresentation, fraud, deception, harm, matter, cause, or event pertaining to the Products that has occurred at any time from the beginning of time up to and including the entry of the Preliminary Approval Order, (b) arise from or are related in any way to the Action, the Products or the design, manufacturing, testing, packaging, marketing, advertising, promoting, labeling, or sale of the Products, (c) includes any Canada Dry branded products which contain the terms "Made from Real Ginger" on the labels, including those listed in the Petition and including all Products listed in Exhibit C to the Settlement Agreement. This release expressly excludes and does not release the Released Parties from any claims, if any, the Plaintiffs and the Settlement Class Members may have against the Released Parties for personal injury damages relating to the Products. This release further excludes and does not release the Released Parties from any claims, if any, the Releasing Parties may have against the Released Parties related to Products purchased in the state of California between December 28, 2012, and the present.
- c) The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Plaintiffs and the Settlement Class Members now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action.
- d) "Released Parties" means Keurig Dr Pepper Inc., f/k/a Dr Pepper Snapple Group, Inc., Dr Pepper/Seven Up, Inc., and each of their parent companies, related companies, direct and indirect

subsidiaries, Affiliates, divisions, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all officers, directors, managers, members, employees, shareholders, consultants, insurers, agents, representatives, and assigns of any of the foregoing. For the avoidance of doubt, Released Parties shall include all persons or entities in the stream of commerce for the marketing, sale, and/or distribution of the Products.

#### **10. How Do I Opt-Out From The Settlement?**

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You can Opt-Out from the Settlement Class if you wish to retain the right to sue Defendants separately for the Released Claims. If you Opt-Out, you cannot file a Claim or Objection to the Settlement.

To Opt-Out, you must complete the online form at the Settlement Website or mail an Opt-Out request to the Settlement Administrator at Heffler Claims Group, *George v. Keurig Dr Pepper Inc.*, P.O. Box 58097, Philadelphia, PA 19102-8097, with copies mailed to Class Counsel and counsel for Defendant. If mailed, the Opt-Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to Opt-Out from the settlement in the Canada Dry Action." The Opt-Out request must be submitted online or delivered to, and received by, the Settlement Administrator by the Opt-Out Deadline set forth above.

#### **11. How Do I Object To The Settlement?**

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You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the entire Settlement, no Benefit Checks will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiffs and to their attorneys. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Plaintiffs and their attorneys will be retained by Defendants.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must submit that objection in writing, by the Objection Deadline.

If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must submit that Objection in writing, by the Objection Deadline set forth above. Any Objection must include: (a) a reference at the beginning to this case, *George v. Keurig Dr Pepper Inc.*, Case No. 1822-CC11811, Circuit Court of the City of St. Louis, State of Missouri; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (e) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (f) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall

affirmatively state so in the written materials provided in connection with the Objection to this Settlement. Failure to include this information and documentation may be grounds for overruling and rejecting your Objection. All information listed herein must be filed with the Clerk of the Court, delivered by mail, express mail, personal delivery, or electronic filing, such that the Objection is delivered to, and received by, the Clerk on or before the Objection Deadline.

By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Approval Hearing. You further consent to a deposition, at the request of Class Counsel or Defendants' counsel, at least five (5) days prior to the Final Approval Hearing, or at such other date ordered by the Court.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendants' counsel:

Counsel for Class:

Matthew H. Armstrong  
ARMSTRONG LAW FIRM LLC  
8816 Manchester Road, No. 109  
St. Louis, Missouri 63144

Counsel for Defendant:

Van H. Beckwith  
BAKER BOTTS LLP  
2001 Ross Avenue  
Suite 900  
Dallas, Texas 75201

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## 12. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on April 8, 2019, to consider whether to approve the Settlement. The hearing will be held in the Circuit Court of the City of St. Louis, Missouri, before the Honorable Mark H. Neill, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 5th Floor, or such other judge assigned by the Court.

The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at [www.CDGAsettlement.com](http://www.CDGAsettlement.com) or the Court docket in this case available through the Court's website (<http://www.stlcircuitcourt.com>), for updated information on the hearing date and time.

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## 13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website.

Questions? Visit [www.CDGAsettlement.com](http://www.CDGAsettlement.com) or call 1-833-305-3916.



Other papers filed in this lawsuit are available by accessing the Court docket in this case available through the Court's website ([www.circuitclerk.co.st-clair.il.us/courts](http://www.circuitclerk.co.st-clair.il.us/courts)).

You can contact the Settlement Administrator at Heffler Claims Group, George v. Keurig Dr Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097 or by telephone at 1-833-305-3916.

You can also obtain additional information by contacting Class Counsel:

Matthew H. Armstrong (ARDC 6226591)  
ARMSTRONG LAW FIRM LLC  
8816 Manchester Road. No. 109  
St. Louis, Missouri 63144  
Tel: 314-258-0212

David C. Nelson  
NELSON & NELSON, ATTORNEYS AT LAW, P.C.  
420 North High Street  
Belleville, Illinois 62220  
Tel: 618-277-4000

Craig D. Cherry  
HALEY OLSON, P.C.  
100 Ritchie Road  
Suite 200  
Waco, Texas 76712  
Tel: 254-776-3336

Joshua H. Eggnatz  
Michael J. Pascucci  
EGGNATZ|PASCUCCI  
5400 S. University Drive Suite 417  
Davie, Florida 33328  
Tel: 954-8890-3359

# **EXHIBIT B2**

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### **Settlement Website**

Prior to the Notice Date, the Claim Administrator shall establish the Settlement Website in compliance with the Settlement Agreement.

### **Notice Program**

The Notice Program described below has been designed to specifically reach 74 percent of purchasers of Canada Dry Ginger Ale, on average 2.3 times, through a combination of targeted magazine and online media along with the creation of a Settlement website where class members can obtain information about the proposed Settlement and find important Court documents including the Settlement class notice. Additionally, a toll-free information line will be established where Class Members can obtain basic information about the Settlement or seek other assistance. The calculations of estimated reach and frequency shall be measured using reasonably relied upon media research data, validation and reach and frequency tools such as GfK Mediamark Research and Intelligence LLC and comScore.

All notices shall point to (and in the case of online notices shall hyperlink to) the Settlement Website.

### **Print Publication Notice**

As soon as reasonably practicable, but not later than thirty (30) days following Preliminary Approval, the Claim Administrator will cause the Publication Notice outreach to commence in the form attached hereto as Exhibit B3.

### **Publication Magazines**

The Claims Administrator will cause the Summary Publication Notice to be published once, as ½- page black and white advertisement, in the national editions of the following magazines:

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*People Magazine* has a circulation of 3,031,829 with approximately 33,926,000 readers. A one-half page, black and white ad will be published once in the national edition of this magazine.

*Good Housekeeping* has a circulation of 4,101,000 with approximately 18,536,000 readers. A one-half page, black and white ad will be published once in the national edition of this magazine.

### **Online Notice**

The Claim Administrator shall cause the Online Notice, in the form attached hereto as Exhibit B1, to be published on a whitelist<sup>1</sup> of approximately 3,000 internet sites targeting Canada Dry Purchasers and adults 18-44 through a programmatic approach which includes multiple online inventory exchanges. Keyword search via Google AdWords will target topics including Canada Dry Ginger Ale, ginger ale, Canada Dry coupons, Seagram's Ginger Ale, among others. Further, this Notice Program will include banner advertising on Facebook and Instagram, targeting people who have liked or followed Canada Dry pages as well as other ginger ale brands such as Seagram's and Schwepps as well as adults 18-44 for a total of at least 37,800,000 million combined impressions (including both desktop and mobile impressions).

Online advertising will be optimized daily to higher performing media. Further, the Claim Administrator will retarget people who have visited the Settlement Website but did not complete a Claim Form.

### **Ad Fraud**

The Claims Administrator will actively monitor, mitigate and cull non-human (ad fraud bot traffic) from digital notice programs<sup>2</sup>. This non-human traffic will be identified and

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<sup>1</sup> A whitelist is a custom list of acceptable websites where ad content may be served. Creating a whitelist helps to mitigate ad fraud, ensure ads will be served in relevant digital environments to the target audience and helps to ensure that ads will not appear next to offensive or objectionable content.

<sup>2</sup> Finegan, "Creating a Class Notice Program that Satisfies Due Process" Law360, New York, (February 13, 2018 12:58 PM ET). Also see: CLE Webinar: "Rule 23 Changes, Are you Ready for the Digital Wild, Wild West?" <https://bit.ly/2PfuGvJ>

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culled from our final reach calculations reported to the court.

### **Press Release**

A press release will be issued over PR Newswire's US1 full-national newswire to further boost visibility. The results of the press release pick up will be monitored and reported to the Court upon the completion of the Notice Program.

### **Toll Free Information Line**

A toll free telephone helpline will be established and maintained by the Claim Administrator. It will be available 24-hours a day where callers may obtain information about the class action. Those who call the toll-free information line or who write the Claim Administrator may request a printed copy of the Long Form Notice and Claim Form, which the Claim Administrator shall provide by first class mail.

### **Official Settlement Website**

An official website will be established and optimized for mobile visitors so that information loads on their mobile device quickly. The website will serve as a landing page for the banner advertising, where Class Members may continue to obtain further information about the class action, their rights, and related information, including the Settlement Agreement, Court Orders, and Plaintiff's Motion for Approval of Fees, Expenses, and Incentive Awards. The website address will be prominently displayed in the publication notice and is accessible 24-hours a day, 7-days a week.

### **Notices**

Within ten (10) days after this settlement is filed in court, the Claim Administrator shall provide the notices to the appropriate state and federal officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715, et seq. At least fourteen (14) days prior to the hearing on Final Approval, the Claim Administrator and Defendant shall certify to the Court that they have complied with the notice requirements set forth herein.

# **EXHIBIT B3**

## **If you purchased certain Canada Dry Ginger Ale Products, other than in California, a class action Settlement may affect your rights.**

A proposed class action Settlement has been reached concerning Keurig Dr Pepper Inc., f/k/a Dr Pepper Snapple Group, Inc., and Dr Pepper/Seven Up, Inc.'s labeling. The case is known as *George, et al. v. Keurig Dr Pepper Inc., et al.*, Case No. 1822-CC11811, and it has been filed in the Circuit Court of the City of St. Louis, Missouri.

### **What is this about?**

The lawsuit alleges that the packaging on certain Canada Dry Ginger Ale Products was false and deceptive in that the Products are labeled as "Made from Real Ginger." As part of the Settlement, Defendants have agreed to change this label and provide payments for customers. Defendants deny any wrongdoing.

### **Who is a Class Member?**

You may be an eligible Settlement Class Member if you purchased certain Canada Dry Ginger Ale Products in the United States, between January 1, 2013, and December 19, 2018, which contained the terms "Made from Real Ginger" on the label, including those listed in Exhibit C to the Motion for Preliminary Approval of Class Action Settlement. Notwithstanding, all Persons who, between December 28, 2012, and the present, purchased any Canada Dry Ginger Ale Products in the state of California are not bound by the Settlement or eligible to file a Claim.

### **What are the Benefits?**

Settlement Class Members without a Proof of Purchase may elect a Benefit of \$0.40 per Unit purchased, up to 13 Units or \$5.20 per Household. The minimum payment will be \$2.00 per eligible Household. Settlement Class Members with Proof of Purchase may receive up to \$0.40 per Unit purchased, up to one hundred (100) Units or \$40.00 per Household. However, Settlement Class Members could receive less than \$0.40 per Unit, or the \$2.00 minimum, depending on a number of factors, including how many Valid Claims are actually submitted. The total Benefit for all class members is capped at \$11,200,000. The Settlement also provides for a permanent injunction requiring Defendants to remove the label claim "Made from Real Ginger" and permitting the labeling of Canada Dry Ginger Ale to include statements such as, "real ginger taste," "made with real ginger extract," "real ginger flavor," "flavor from real ginger extract," "natural ginger flavor," "ginger flavor," and combinations of those label claims.

### **Who has represented me in the case?**

The Court has appointed Matthew Armstrong of Armstrong Law Firm, David C. Nelson of Nelson & Nelson, Craig Cherry of Haley Olson, and Joshua Eggnatz and Mike Pascucci of Eggnatz Pascucci as Class Counsel who may seek fees and expenses in the amount of \$1,200,000. In addition, the Class Representatives may each be paid up to \$1,000 for their work and assistance in representing the Class.

### **What are my rights?**

You have a right to make a Claim, file an Objection to the Settlement, Opt-Out from the Settlement, or do nothing. To receive a payment, you must submit a Claim, either online or by mail to the Settlement Administrator. The window of time in which to file your claim, called the "Claim Period", will begin on the Notice Date and will extend until March 19, 2019.

You can also Opt-Out of or Object to the Settlement. If you Opt-Out of the Settlement, you preserve your right to pursue a separate individual lawsuit against the Defendants about the claims released by this Settlement, but you will receive no payment from this Settlement. Your Opt-Out request must be delivered to, and received by, the Settlement Administrator by March 19, 2019.

Unless you Opt-Out, you will be bound by the Final Approval Order and final judgment and enjoined from filing, commencing, prosecuting, or maintaining any other lawsuit relating to the released claims.

Finally, you may file an Objection to the Settlement. To object, you must submit an Objection in writing that complies with the requirements in the Settlement Notice available at [www.CDGAsettlement.com](http://www.CDGAsettlement.com). Your Objection must be filed with the Clerk of the Court and delivered to, and received by, the Settlement Administrator, Class Counsel, and counsel for Defendants on or before March 19, 2019. If you wish to object but you fail to file your Objection as described above, you will receive no payment and have no right to sue later for the Claims released by the Settlement.

The Court will hold a Fairness Hearing in the Circuit Court of the City of St. Louis, Missouri, before Honorable Mark H. Neill, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 5th Floor, or such other judge assigned by the Court, on April 8, 2019, at 10:00 a.m., to decide whether to approve the Settlement and to award Attorneys' Fees and Expenses of up to \$1,200,000, to be paid by Defendants (subject to Defendants' right to oppose the Application for Attorneys' Fees and Expenses), plus \$1,000 per named Plaintiff as the Class Representative Service Awards. The Application for Attorneys' Fees and Expenses will be posted on the website below after they are filed. You may attend this hearing, but you don't have to.

Benefit Checks will be issued to the Settlement Class only if the Court approves the Settlement and Objections, if any, are resolved. Please be patient.

If the Settlement does not become effective, the litigation will continue. You still have the right to make a Claim or file an Objection now, even if the Settlement does not become effective, meaning, even if the Court does not approve the Settlement.

For more information, please visit [www.CDGAsettlement.com](http://www.CDGAsettlement.com), or contact the Settlement Administrator at 1-833-305-3916 or by writing to Heffler Claims Group, George v. Keurig Dr Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097. Please do not call the Court.