

**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.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is entered into by and amongst Plaintiffs JULIE GEORGE, HEATHER ERWIN, JANET CHILDERS, and FRANK LEVITT on behalf of themselves and the Settlement Class Members (“Plaintiffs”) and Defendants Keurig Dr Pepper Inc, f/k/a Dr Pepper Snapple Group, Inc., and Dr Pepper/Seven Up, Inc. (“Defendants”). Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 This case arises out of Plaintiffs’ allegations that Defendants labeled, marketed, advertised, and sold Canada Dry Ginger Ale products as “Made from Real Ginger” when, in fact,

the products were merely comprised of less than 2 parts per million of a ginger flavor extract and other flavors. Defendants deny Plaintiffs' allegations that the Products' labeling, marketing, or advertising was false and misleading or that consumers suffered any harm or injury as a result.

1.2 The Parties, to avoid the costs, disruption, and distraction of further litigation and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, having participated in mediation and follow-up negotiations under the supervision of retired United States District Judge Wayne Andersen, have concluded that it is desirable that the claims be settled and dismissed on the terms recommended by Judge Andersen and now reflected in this Settlement.

1.3 The undersigned Parties agree, subject to approval by the Court, that the litigation between Plaintiffs, on the one hand, and Defendants, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.4 Plaintiffs' counsel has analyzed and evaluated the merits of all Plaintiffs' contentions and this Settlement as it affects all Plaintiffs and the Settlement Class Members. To facilitate that analysis, Plaintiffs' counsel requested, and Defendants provided, over 200,000 pages of documents, which would have been provided as discovery in this Action. Among the risks of continued litigation are the possibilities that Plaintiffs will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a class-wide or individual basis.

1.5 Plaintiffs and Plaintiffs' counsel, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.6 Defendants, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, consider it desirable to resolve the Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation. Therefore, Defendants have determined that settlement of this litigation on the terms set forth herein is in their best interests and is fair, adequate, and reasonable.

1.7 Defendants hereby consent, solely for the purposes of the Settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' counsel as Class Counsel for the Settlement Class and Plaintiffs as Class Representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in Section VII of this Agreement, then Defendants retain all rights and defenses they had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the litigation of this Action will continue as if the Settlement Class had never been certified. The fact that Defendants conditionally consented herein to certification of the Settlement Class shall not be used against Defendants by any Party or non-party for any purpose in this Action or any other action, lawsuit, or proceeding of any kind whatsoever.

1.8 This Agreement is contingent upon the issuance by the Court of both the Preliminary Approval Order and Final Approval Order. Should the Court not issue the Preliminary Approval Order and Final Approval Order, Defendants do not waive, and instead expressly reserve, all rights to defend against the claims in the Action.

1.9 This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof,

of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the litigation, or of any fault on the part of any Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the terms and conditions that follow.

II. DEFINITIONS

As used in this Settlement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Settlement specifically provides otherwise. Other capitalized terms in this Settlement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Action” means the class action lawsuit styled as *George, et al. v. Keurig Dr Pepper Inc., et al.*, Case No. 1822-CC11811, filed in the Circuit Court of the City of St. Louis, State of Missouri.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties appointed by the Parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.3 “Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For purposes of the definition, “control” means (a) with respect to any

corporation or other entity having voting shares or the equivalent and elected directors, managers, or Persons performing similar functions, (i) the ownership or power, directly or indirectly, to vote more than fifty percent (50%) of shares or the equivalent having the power to vote in the election of such directors, managers or Persons performing similar functions, or (ii) the ability, directly or indirectly, to direct its business and affairs, and (b) with respect to any other Person, the ability, directly or indirectly, to direct its business and affairs.

2.4 “Agreement” means this Class Action Settlement Agreement, containing all terms, conditions, and Exhibits, which constitutes the entire agreement between the Parties.

2.5 “Application” means the application to be filed by Class Counsel in this Action by which they will seek an award of Attorneys’ Fees and Expenses and Class Representative Service Awards.

2.6 “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court and described more particularly in Section VI of this Settlement. This award will also include a reimbursement of expenses incurred by Class Counsel, arising from their representation in the Action, as determined and awarded by the Court.

2.7 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Agreement. The specific Benefit paid is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.8 “Benefit Checks” are the form of payment issued for Valid Claims as determined by the Settlement Administrator and in accordance with this Agreement.

2.9 “California Class” means all Persons who, between December 28, 2012, and the present, purchased any Canada Dry Ginger Ale Products in the state of California.

2.10 “Claim” means a request for relief pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Settlement.

2.11 “Claim Form” means the proposed Claim Form in substantially the form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement in Tier 1 or Tier 2 (described below), which form is to be approved by the Court and to be posted online in accordance with Sections IV and V of this Settlement.

2.12 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive monetary Benefit as part of the Settlement, which shall begin when Class Notice goes out and shall extend for a period of sixty (60) days thereafter. If the Claim Period ends on a weekend or holiday, the Claim Period shall extend to the next business day.

2.13 “Claimant” means a Settlement Class Member who files a Claim seeking a Benefit under this Agreement.

2.14 “Claim Form Deadline” means the date by which a Claim Form must be postmarked via United States First Class Mail or via electronic submission by 11:59 p.m. central time to be considered timely. The Claim Form Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and/or the Claim Form and shall conclude prior to the entry of the Final Approval Order. If the Claim Form Deadline is on a weekend or holiday, the Claim Form Deadline shall extend to the next business day following the weekend or holiday.

2.15 “Class Counsel” means, subject to Court approval, Plaintiffs’ counsel, Joshua Eggnatz and Mike Pascucci of Eggnatz | Pascucci, David C. Nelson of Nelson & Nelson Attorneys

at Law, Mathew H. Armstrong of Armstrong Law Firm LLC, and Craig D. Cherry of Haley & Olson, P.C.

2.16 “Class Member” means a Person who purchased a Product, except for purposes of resale, in the United States, other than the California Class, between January 1, 2013, and the date of entry of the Preliminary Approval Order.

2.17 “Class Notice” means the Publication Notice, Settlement Notice, and Media Plan as set forth in Exhibits B1–3 attached hereto.

2.18 “Class Period” means the period of January 1, 2013, through, and including, the date of entry of the Preliminary Approval Order.

2.19 “Class Representatives” means, subject to Court approval, Plaintiffs JULIE GEORGE, HEATHER ERWIN, JANET CHILDERS, and FRANK LEVITT.

2.20 “Class Representative Service Award” means any award sought by application and approved by the Court that is payable to Class Representatives, up to a maximum total amount of one-thousand-dollars and zero cents (\$1,000.00) per Class Representative, payable in addition to the Settlement Amount, to compensate each Class Representative for their efforts in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class.

2.21 “Court” means the Circuit Court for the City of St. Louis, State of Missouri.

2.22 “Defendants” mean Keurig Dr Pepper Inc., f/k/a Dr Pepper Snapple Group, Inc., and Dr Pepper/Seven Up, Inc.

2.23 “Effective Date” means the fifth business day after the last of the following dates: (a) all Parties and their counsel, Defendants’ counsel, and Class Counsel have executed this Settlement; (b) the Court has entered the Final Approval Order certifying the Settlement Class, approving the Agreement verbatim and dismissing the Action with prejudice as to Plaintiffs’ and

Settlement Class Members' claims against Defendants; and (c) the date on which the time to appeal or to seek permission to appeal from the Court's approval of the Settlement Agreement has expired or, if appealed, approval of the Settlement Agreement has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court, thus making the Final Approval Order a final, non-appealable judgment.

2.24 "Fairness Hearing" and/or "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel's Application for Attorneys' Fees and Expenses; and (f) consider whether to enter the Final Approval Order.

2.25 "Fee Award" means the Attorneys' Fees and Expenses to be paid separate and apart from the payment of Valid Claims, awarded by the Court to Class Counsel for all the past, present, and future attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action, up to a maximum of one-million-two-hundred-thousand dollars and zero cents (\$1,200,000.00).

2.26 “Final Approval Order” means the issuance of an order granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the Releases as set forth in Section IX of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation implementation, and enforcement of the Settlement.

2.27 “Household” means any number of Persons cohabitating and related by blood or marriage in the same dwelling unit or physical address.

2.28 “Labeling” means the display of written, printed, or graphic matter upon the packaging of the Product, as well as written, printed, or graphic matter designed for use in the distribution or sale of the Product, including information found on Defendants’, their Affiliates’, or their bottlers’, distributors’, or customers’ websites or in any other media format describing, explaining, and/or promoting the Product(s).

2.29 “Media Plan” means the notice plan, in substantially the form attached hereto as Exhibit B2, developed by the Settlement Administrator to notify the Settlement Class of the Settlement Notice and to command the Class Members’ attention about their rights under the Settlement. If the Defendants have consumer contact information through Defendants’ customer service line and/or database, Defendants will provide direct notice to said consumers.

2.30 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Plaintiffs, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

2.31 “Notice Date” means the date on which the Settlement Administrator disseminates the Class Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order.

2.32 “Objection” means an objection filed with the Court by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.33 “Objection Deadline” means sixty (60) days after the Notice Date.

2.34 “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.35 “Opt-Out Deadline” means sixty (60) days after the Notice Date.

2.36 “Parties” (or “Party” individually) means Plaintiffs and Defendants.

2.37 “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.38 “Plaintiff” or “Plaintiffs” means JULIE GEORGE, HEATHER ERWIN, JANET CHILDERS, and FRANK LEVITT.

2.39 “Preliminary Approval Order” means an order, in substantially in the form of the Proposed Preliminary Approval Order attached hereto as Exhibit D, granting preliminary approval to this Agreement as within the range of possible final approval; approving Class Notice to the Class Members as described in Section V below; and setting a hearing to consider final approval of the Settlement and any objections thereto.

2.40 “Product” and/or “Products” means all Canada Dry branded products which contain the terms “Made from Real Ginger” on the labels, including, but not limited, to those listed in the Petition and all Products listed in Exhibit C.

2.41 “Proof of Purchase” means a receipt or other documentation from a third-party commercial source which reasonably establishes the fact and date of purchase of the Product during the Class Period in the United States.

2.42 “Proposed Preliminary Approval Order” means the order attached hereto as Exhibit D.

2.43 “Publication Notice” means the proposed short form notice, in substantially the form attached as Exhibit B3 hereto as well as attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section V of this Settlement Agreement.

2.44 “Releases” means the release of all claims contained in Section IX of this Settlement.

2.45 “Released Claims” are defined in Section IX.

2.46 “Released Parties” means Keurig Dr Pepper Inc., f/k/a Dr Snapple Group, Inc., Dr. Pepper/Seven Up, Inc., and each of their parent companies, related companies, direct and indirect subsidiaries, Affiliates, divisions, franchisees, bottlers, distributors, wholesalers, retailers, advertising and production agencies, licensors, licensees, and agents, including all officers, directors, managers, members, employees, shareholders, consultants, insurers, agents, representatives, successors, 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 labeling, marketing, sale, and/or distribution of the Products.

2.47 “Releasing Parties” means 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.

2.48 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

2.49 “Settlement Administrator” means Heffler Claims Group, the independent entity selected by the Parties to administer the Settlement and to be approved by the Court.

2.50 “Settlement Amount” means the monetary relief available to Settlement Class Members for payment of all Valid Claims in an aggregate amount not to exceed eleven-million-two-hundred-thousand dollars and zero cents (\$11,200,000.00) to implement the terms of the Settlement. The Settlement Amount represents the limit and extent of Defendants’ monetary obligations under this Settlement for the payment of Valid Claims.

2.51 “Settlement Class” means: all Persons who purchased the Product in the United States, other than the California Class, during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) members of the California Class; (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) any Person who files a valid, timely Opt-Out request; (e) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (f) the judges to whom this Action is assigned and any members of their immediate families.

2.52 “Settlement Class Members” means all Persons who are members of the Settlement Class and who do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

2.53 “Settlement Notice” means a long form notice substantially in the form attached as Exhibit B1, to be approved by the Court, and to be disseminated in accordance with Section V of this Agreement.

2.54 “Settlement Website” means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Form, which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be [www.CDGA settlement.com](http://www.CDGAsettlement.com).

2.55 “Tier” means the category a Settlement Class Member elects and is qualified under which to receive payment of a Benefit from Defendants.

2.56 “Unit” means a single quantity of the Product (e.g., one 12-pack, one 24-pack, one 2 liter bottle, etc.). By way of example, a Claim for 10 Units means that the Settlement Class Member is seeking \$4.00 ($\$0.40 \text{ per Unit} \times 10 \text{ Units} = \4.00) before adjustments by the Settlement Administrator.

2.57 “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claims Deadline, or, if submitted online, is submitted by 11:59 p.m. central time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator.

III. CHANGED PRACTICES AND INJUNCTIVE RELIEF

Subject to the rights and limitations set forth in this Agreement, Defendants agree that, upon Final Approval and the occurrence of the Effective Date, the Court shall enter a Permanent Injunction requiring that Defendants remove the label claim “Made from Real Ginger.”

Notwithstanding, upon the occurrence of the Effective Date, Defendants shall be permitted, at their option, to use any 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” (the “Approved Permitted Label Claim”).

By way of example, the injunction shall include these Approved Permitted Label Claim examples of permissible label claims: “real ginger taste,” “made with real ginger extract,” “real ginger flavor,” “flavor from real ginger extract,” and “natural ginger flavor.” The Permanent Injunction shall also include court-approved use of “ginger extract,” “natural ginger flavor extract,” “natural ginger extract,” “natural ginger flavor,” or “ginger flavor” in the label ingredient line. Additionally, such approved examples shall not limit other usages and combinations of the Approved Permitted Label Claim in conjunction with other words or phrases.

Nothing herein shall limit the ability of the U.S. Food and Drug Administration (“FDA”) to enforce FDA regulations.

Upon the Effective Date, the Permanent Injunction shall expressly allow for Defendants and their packaging suppliers, bottlers, distributors, wholesalers and retailers of Canada Dry Ginger Ale Products to sell-through all remaining stock of the existing label and introduce the new label as they sell through existing stock. The sell-through shall not require the withdrawal or

destruction of any existing labels or recall of Product. Instead, the new label shall begin to be phased into the market on or about the *later of* 120 days after the Effective Date *or* June 1, 2019, and the transition to new labels shall be completed no later than the *later of* 120 days after the Effective Date *or* January 1, 2020 (or any further extension of the United States Food and Drug Administration's deadline for new nutrition fact panel changes); provided, however, that because Defendants cannot control all sources of old stock in the market, neither Defendants nor any bottler, distributor, wholesaler or retailer would be penalized or be liable for de minimis sales of old stock after that date. The injunction shall prohibit Defendants from printing labels containing the label claim "Made from Real Ginger" on the Products after the *later of* 120 days after the Effective Date *or* June 1, 2019.

IV. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

4.1 Subject to the rights and limitations set forth in this Agreement, every Class Member shall have the right to submit a claim for a Settlement Benefit. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Class Member, or any other Person, except as expressly provided herein.

4.2 At the election of the Class Member, a Claim Form may be submitted in paper via first class mail or online at the Settlement Website. A Claim Form must be postmarked to the Settlement Administrator or submitted online no later than the Claims Deadline. A Claim Form postmarked or submitted online after that date will not be a Valid Claim. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers. For

Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g., jpeg, tif, pdf).

4.3 On the Claim Form, the Class Member, or a Person with authority to sign and bind the Class Member, must provide and certify the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Settlement Administrator:

- (a) The Class Member's name and mailing address;
- (b) The Class Member's email address (unless the Class Member returns the claim form by mail, in which case an email address is optional);
- (c) The number of Products purchased during the Class Period, the approximate dates of purchase, and (if the Class Member elects to provide the information) the store where purchased; and
- (d) That the claimed purchases were not made for the purpose of resale.

4.4 Each Settlement Class Member who submits a Valid Claim, as determined by the Settlement Administrator, shall receive a Benefit. In consideration for the Settlement and Releases given herein and subject to the rights, terms, and conditions of this Agreement, Defendants will pay or cause to be paid Valid Claims based upon the election of the Settlement Class Member and for which the Settlement Class Member qualifies:

Tier 1. Settlement Class Members who elect to fill out the Claim Form for Tier 1 and who do not have valid Proof of Purchase may recover up to a maximum of forty cents (\$0.40) per Unit, limited to thirteen (13) Units or five-dollars-and-twenty-cents (\$5.20) per Household. The minimum

payment for any Valid Claim shall be \$2.00 per Household. Thus, a Settlement Class Member who submits a Valid Claim for purchases of one (1) to five (5) Products shall recover \$2.00 per Household; or

Tier 2. Settlement Class Members who elect to fill out the Claim Form for Tier 2 and who have a valid Proof of Purchase may recover up to a maximum of forty cents (\$0.40) per Unit, limited to one hundred (100) Units or forty dollars and zero cents (\$40.00) per Household for each purchase dated within the Class Period.

For the avoidance of doubt, a Settlement Class Member may file only a single Claim electing either Tier 1 or Tier 2. Only one Claim per Household is eligible. Additionally, the actual amount paid to Settlement Class Members will depend upon the number of Valid Claims. If the total amount of Valid Claims exceeds the Settlement Amount, then the Benefit payable to each Claimant shall be proportionately reduced, such that Defendants' maximum liability under this Agreement for Valid Claims shall not exceed the Settlement Amount in the aggregate.

4.5 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Media Plan, processing Claim Form and administering the Settlement Website, Opt-Out process, and Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding Opt-Out requests from the Settlement Class). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent Claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit Claims and the Settlement Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Settlement

Administrator and Parties can require information from the Settlement Class Members (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

4.6 The determination of validity of Claims shall occur within thirty (30) days of the Effective Date. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final and binding, except that Plaintiffs' counsel and Defendants shall have the right to audit claims and to challenge the Settlement Administrator's decision by motion to the Court. Defendants' choice not to audit the validity of any one or more Claim Form shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Form, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. Nothing in this Agreement or claims process creates a claim by any Person against Class Representatives, Defendants, Defendants' counsel, or the Settlement Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this Agreement and the Exhibits hereto, and all relief shall be solely as provided in this Agreement and by its Claims process. Neither Plaintiffs nor Defendants, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

4.7 Valid Claims shall be paid by check to the Settlement Class Members and mailed to the address provided on the Claim Form as updated in the National Change of Address Database, within forty-five (45) days after the Effective Date except that, in the event of an appeal from final approval that challenges only the award of Attorneys' Fees and Expenses and/or the Class Representative Service Awards and does not challenge any other aspect of the Settlement and does not raise an argument, theory, or issue that could result in the reversal of final approval

or modification of other terms of the Settlement, then all Valid Claims shall be paid within sixty (60) days after entry of the Final Approval Order, unless otherwise ordered by the Court.

4.8 All Benefit Checks shall be subject to a one-hundred-twenty (120) day void period, after which the checks shall no longer be negotiable. If a Benefit Check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the Benefit Check is returned as undeliverable, the Settlement Administrator shall send an email to the Claimant, if an email address was provided with the Claim, to attempt to obtain a better address, and if obtained, shall mail the Benefit Check to the new address, but shall have no other obligation to skip-trace or obtain an updated address. If no email address was provided with the Claim, the Settlement Administrator shall attempt to locate the address or perform a skip-trace of the Claimant for purposes of issuance of a Benefit Check. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

4.9 No deductions for taxes will be taken from any Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Benefits. All Benefit Checks shall be deemed to be paid solely in the year in which payments are actually issued. The Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.10 Defendants shall be responsible for paying all fees and expenses incurred by the Settlement Administrator in administering claims and performing the other tasks set forth in this Section VIII.

4.11 Defendants shall be responsible for paying all costs of Valid Claims, in an amount not to exceed eleven-million-two-hundred-thousand dollars and zero cents (\$11,200,000.00).

V. NOTICE

5.1 Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website, which shall contain the Settlement Notice with a clickable table of contents, answers to frequently asked questions, a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel and Defendants' counsel as well as the Settlement Agreement, signed Preliminary Approval Order, downloadable and online version of the Claim Form, and an online version of a form by which Settlement Class Members may Opt-Out of the Settlement Class. Once filed, the Motion for Final Approval of the Settlement and the Motion for Application of Attorneys' Fees and Expenses and Class Representative Service Awards will also be available on the Settlement Website.

5.2 The Settlement Website shall remain accessible until one-hundred-eighty (180) days after all Benefit Checks are distributed.

5.3 Notice shall be provided as outlined in the Media Plan.

5.4 The Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this Section.

VI. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

6.1 The Parties agree, subject to Court approval, that Joshua Eggnatz and Michael Pascucci of Eggnatz Pascucci, David C. Nelson of Nelson & Nelson Attorneys at Law, Matthew H. Armstrong of Armstrong Law Firm LLC, and Craig D. Cherry of Haley & Olson, P.C., shall be appointed Class Counsel, without prejudice to Defendants' right to contest the appointment in the event that this Agreement is not fully implemented in accordance with its terms. If the Settlement is not approved or this Agreement fails to be implemented fully, Defendants reserve all rights to object to any subsequent motion to appoint class counsel in these or any other actions.

6.2 No later than thirty-five (35) days prior to the Final Approval Hearing, Class Counsel will submit to the Court an application seeking a Fee Award, which shall not exceed one-million-two-hundred-thousand dollars and zero cents (\$1,200,000.00), and Class Representative Service Award. Defendants retain the right to contest the reasonableness or necessity of any Fee Award and in no event shall Plaintiffs agree to collect more than one-million-two-hundred-thousand dollars and zero cents (\$1,200,000.00) in any Fee Award. In addition, Class Representatives may seek a Class Representative Service Award in the amount of one-thousand-dollars and zero cents (\$1,000.00) per Class Representative as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. Defendants will not object to any application for Class Representative Service Award equal to or less than \$1,000.00 per Class Representative. The Fee Award and Class Representative Service Award shall be paid separate and apart from the Settlement Amount and shall not take away from or otherwise reduce the monetary relief available to the Settlement Class. Court approval of Class Counsel's Fee Award and Class Representative Service Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee Award

and/or Class Service Award, or if any Fee Award or Class Service Award ordered by the Court is the subject of any appeal, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiffs will request, nor will they accept, any award inconsistent with these terms.

6.3 Defendants reserve the right to object to any Fee Award. In no event shall Plaintiffs agree to collect more than the amounts set forth in the preceding paragraph. If required to pay a Fee Award, Defendants agree to pay the amounts approved by the Court up to, and no more than, the amounts listed in the preceding paragraph for the Fee Award and Class Representative Service Award, ten (10) business days after the Effective Date or after directed to do so by the Court, whichever is later.

6.4 The Attorneys' Fees and Costs awarded by the Court as set forth in this Section VI shall be the total obligation of Defendants to pay attorneys' fees and expenses of any kind to Class Counsel in connection with this Action and this Settlement. In no event shall Defendants be obligated to pay to Class Counsel any amount larger than the amount set forth herein.

6.5 Any payment of a Class Representative Service Award by the Court as set forth in this Section VI and Benefit from the submission of a Valid Claim shall be the total obligation of Defendants to pay money to Class Representatives in connection with this Action and this Settlement. In no event shall Defendants be obligated to pay to Plaintiffs any amount larger than the amount set forth herein other than for a Valid Claim pursuant to Section IV of this Agreement.

6.6 Class Counsel shall provide Defendants with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Defendants to make the Attorneys' Fees and Expenses award payment as set forth above. Once Defendants makes the

Fee Award payment as directed in writing by Class Counsel, Defendants shall have no further obligation to pay any additional sums to Class Counsel and shall be held harmless and indemnified by Class Counsel for the division and disbursements of the Fee Award amongst and between Class Counsel.

6.7 Defendants shall be responsible for paying their own attorneys' fees and expenses.

VII. CLASS SETTLEMENT PROCEDURES

7.1 Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiffs shall move for an order granting Preliminary Approval to this Agreement as within the range of possible final approval; conditionally certifying the Settlement Class for purposes of this Settlement only; approving Class Notice to the Settlement Class Members as described in Section V above; and setting a hearing to consider final approval of the Settlement and any Objections thereto. Defendants shall have no obligation to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the Settlement as provided herein.

7.2 Final Approval Order and Judgment. No later than thirty-five (35) days prior to the hearing on final approval, Plaintiffs shall move for entry of an order of final approval, granting final approval of this settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided herein, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section IX, and entering judgment in this case. Defendants shall have no obligation to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the Settlement as provided herein.

7.3 Objections. Any Class Member, on his or her own, or through an attorney hired

at his or her own expense, may object to the terms of the Settlement. Any such Objection must be filed with the Court and postmarked to Class Counsel, Defendants' counsel, and the Settlement Administrator no later than sixty (60) days after the Notice Date (the "Objection Deadline"). To be effective, any such Objection must be in writing and include the contents described below:

- (a) A reference at the beginning to this case, *George, et al. v. Keurig Dr Pepper Inc., et al.*, Case No. 1822-CC11811, filed in the 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 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 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.

Any Class Member who fails to timely file and serve a written Objection containing all of the information listed in the items (a) through (f) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Any Class Member who submits a timely written Objection shall consent to deposition at the request of Class Counsel or Defendants' counsel, to occur at least five (5) days prior to the Final Approval Hearing.

If any Objection is received by the Settlement Administrator, the Settlement Administrator shall forward the Objection and all supporting documentation to counsel for the Parties. At least fourteen (14) days prior to the Final Approval Hearing, Plaintiffs' Class Counsel shall submit all such Objections and supporting documentation with the Court. The failure of the Class Member to comply with the filing requirements of Section 7.3 shall be grounds for striking and/or overruling the Objection, even if the Objection is submitted to the Settlement Administrator.

A Class Member who objects to the settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Class Member has also submitted an objection.

7.4 Opt-Out Requests. If any Class Member wishes to Opt-Out from (in other words, be excluded from) this Settlement, the Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Settlement Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as described in the Notice to the Settlement Administrator. Opt-Out requests must be postmarked

to the Settlement Administrator by the Opt-Out Deadline or they shall not be valid. Class Members who elect to Opt-Out from this Settlement shall not be permitted to object to this Settlement or to intervene. Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

At least five (5) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a list of the names of the persons who, pursuant to the Settlement Notice, have Opted-Out from the Settlement Class in a valid and timely manner, and Class Counsel shall file that list with the Court.

If a Class Member submits both a Claim Form and an Opt-Out request, the Claim Form shall take precedence and be considered valid and binding, and the Opt-Out request shall be deemed to have been sent by mistake and rejected.

7.5 Effect if Settlement Not Approved or Agreement is Terminated. This Agreement was entered into only for purposes of Settlement. In the event that preliminary or final approval of this Settlement and this Agreement do not occur for any reason, or if the Final Approval Order is reversed on appeal, or the Agreement is terminated pursuant to Section 13.1, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' Settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding (unless Class Counsel and Defendants mutually agree in writing to proceed with this Agreement); the petition shall be deemed automatically withdrawn; and the Action shall continue as if the Settlement had not occurred. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order,

be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action. Even in the event of termination of the Agreement, Defendants shall bear all costs and expenses as set forth in Section VIII of this Agreement, and all costs and expenses incurred prior to the termination date by the Settlement Administrator in administering claims, as provided in Section IV of this Agreement.

VIII. COSTS OF NOTICE AND ADMINISTRATION

In addition to providing to Settlement Class Members the Benefits described in Section IV above, Defendants will pay actual fees and expenses up to, but not to exceed, six-hundred-fifty-thousand dollars and zero cents (\$650,000.00), for: (a) the costs of preparing and disseminating the notices provided for in Section V above; and (b) the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-party expenses incurred by the Settlement Administrator pursuant hereto. Notwithstanding anything to the contrary herein, Defendants shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of, Plaintiffs or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Action; (b) posting the Publication Notice on Class Counsel's website, should that occur; (c) defending the Agreement or the Settlement against any challenge to either or both of them; or (d) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to the Agreement.

IX. RELEASES

9.1 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 Plaintiffs, Settlement Class Members, of Class Counsel, including any Person claiming to be their 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.

9.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actions, causes of actions, 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, whether known or unknown, suspected or unsuspected, existing now or arising in the future that (a) is or are based on any or 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, and (c) includes any Canada Dry branded products which contain the terms “Made From Real Ginger,” including, but not limited to, those listed in the Petition and all Products listed in Exhibit C (the “Released Claims”). This release expressly excludes and does not release the Released Parties from any claims, if any, the Releasing Parties 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.

9.3 Without limiting the foregoing, the release specifically extends to any claims related to the permitted sell-through of existing stock, as provided in Section III, as well as claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This paragraph constitutes a waiver of any and all provisions, rights, and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

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

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

9.5 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,

attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Releasing Parties 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.

9.6 Notwithstanding the above, the Court shall retain exclusive jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

X. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

XI. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

11.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

11.2 Defendants represent and warrant: (a) that they have the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions

contemplated hereby; (b) that the execution, delivery, and performance of the Agreement and the consummation by them of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendants; and (c) that the Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligations.

11.3 Class Representatives represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Settlement Class Members, of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants that he/she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he/she will not file an Opt-Out request from the Settlement Class or object to the Agreement.

11.4 Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Action or pertaining to their purchase and/or use of the Product and/or the design, manufacture, testing, advertising, promoting, marketing, labeling, packaging, or sale of the Product otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement.

11.5 No Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XII. NO ADMISSIONS OF FAULT

The Agreement and every Agreement and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiffs, Defendants, any Settlement Class Member, or any Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party.

XIII. MISCELLANEOUS PROVISIONS

13.1 Termination of Agreement. This Agreement may be terminated prior to final approval of this Agreement by the Court, upon the mutual agreement of the Parties by and through their respective counsel; or as specifically set forth in this Agreement.

13.2 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither the Plaintiffs nor Defendants are entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement.

13.3 Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and Defendants'

Counsel, without notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.

13.4 Extension of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

13.5 Media and Contact of Class Members. To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that if they make any written press releases or statements to the media about the Settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication with Class Members regarding the Settlement prior to the Final Fairness Hearing. Notwithstanding, Class Counsel can answer any inquiries initiated by Class Members and may communicate freely with Plaintiffs.

13.6 Cooperation. Defendants, Plaintiffs, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. The Parties will also cooperate so that Class Counsel may have such confirmatory discovery as is reasonably necessary in connection with this Agreement.

13.7 Plaintiffs' Authority. Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiffs and, subsequent to an appropriate Court Order, the Settlement Class in order to

effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiffs and, subsequent to an appropriate Court Order, the Class Members.

13.8 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri, without regard to Missouri's conflict-of-laws principles.

13.9 Stay Pending Court Approval. Class Counsel and Defendants' counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section 7.5 of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

13.10 Construing the Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

13.11 Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed nor document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be

deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.12 Effect of Non-Approval. In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including Termination pursuant to Section 13.1 above, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted, or construed to be an

admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court.

13.13 Signatures. This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original; each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

13.14 Notices. Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by United States First Class Mail and email to:

1. If to Plaintiffs or Class Counsel:

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

2. If to Defendant or Defendants' counsel:

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

13.15 Good Faith. The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

13.16 Protective Orders. All orders, settlement agreements and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect,

and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

13.17 Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Plaintiffs, Settlement Class Members, and Defendants.

13.18 Arms-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel and under the supervision of, and upon specific recommendations provided by, the Honorable Wayne R. Andersen (Ret.).

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

13.20 Variance. In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

13.21 Exhibits. All Exhibits to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

13.22 Taxes. No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendants, Defendants’ counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

13.23 Retain Jurisdiction. The Court shall retain exclusive jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court only for purposes of implementing and enforcing the agreements embodied in this Agreement.

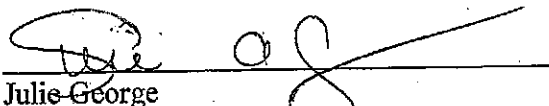
13.24 Attorneys' Fees. Notwithstanding any of the provisions herein, if any party finds it necessary to institute legal proceedings to enforce another party's obligation under this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

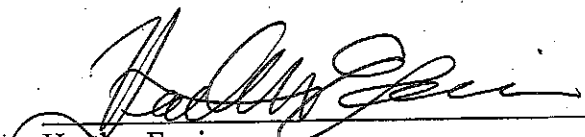
13.25 Support From The Parties. After a full investigation, discovery and arms-length negotiations, and after considering the risks and costs of further litigation, Plaintiffs and their counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that this Settlement is in the best interest of the Settlement Class Members. Defendants and their counsel agree that the settlement is fair, adequate, and reasonable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, Defendants consider it desirable to resolve the controversy on the terms stated herein and have therefore determined that this Settlement is in its best interests. The Parties further agree that they shall support motions for entry of the Preliminary Approval Order and Final Approval Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Dated this 12th day of December 2018.

Plaintiffs


Julie George
*On Behalf of Plaintiffs and the Proposed
Settlement Class*


Heather Erwin
*On Behalf of Plaintiffs and the Proposed
Settlement Class*


Janet Childers
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

Frank Levitt
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

Plaintiffs

Julie George
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

Heather Erwin
*On Behalf of Plaintiffs and the Proposed
Settlement Class*



Janet Childers
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

Frank Levitt
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

By their duly authorized representatives

Dated this

day of

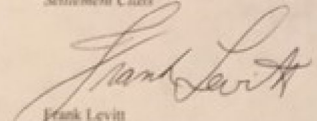
, 2018.

Plaintiffs

Julie George
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

Heather Erwin
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

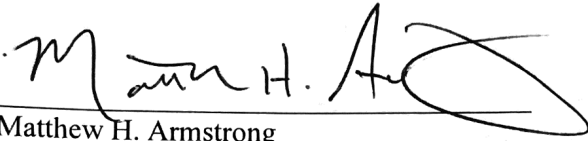
Janet Childers
*On Behalf of Plaintiffs and the Proposed
Settlement Class*


Frank Levitt
*On Behalf of Plaintiffs and the Proposed
Settlement Class*

Class Counsel

Matthew H. Armstrong

Class Counsel

A handwritten signature in black ink, appearing to read "Matthew H. Armstrong", written over a horizontal line.

Matthew H. Armstrong
Armstrong Law Firm LLC

A handwritten signature in black ink, appearing to read "David C. Nelson", written over a horizontal line.

David C. Nelson
Nelson & Nelson, Attorneys at Law, P.C.

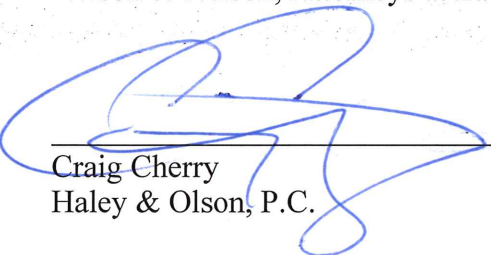
Craig Cherry
Haley & Olson, P.C.

Joshua Eggnatz
Eggnatz | Pascucci

Class Counsel

Matthew H. Armstrong
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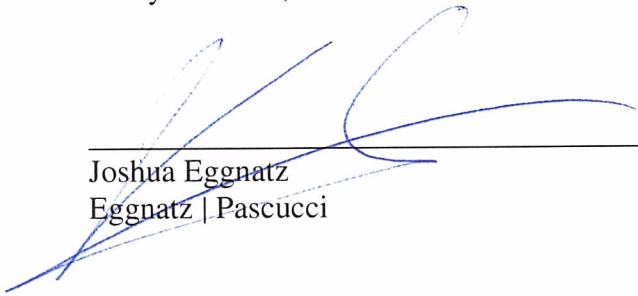
Class Counsel

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Armstrong Law Firm LLC

David C. Nelson
Nelson & Nelson, Attorneys at Law, P.C.

Craig Cherry
Haley & Olson, P.C.

Joshua Eggnatz
Eggnatz | Pascucci



Defendants

A handwritten signature in blue ink, appearing to read "Jim Baldwin", is written over a horizontal line.

Keurig Dr Pepper Inc., f/k/a Dr Pepper Snapple Group, Inc.
By: Jim Baldwin

Title: Chief Legal Officer & General Counsel

A handwritten signature in blue ink, appearing to read "Jim Baldwin", is written over a horizontal line.

Dr Pepper/Seven Up, Inc.
By: Jim Baldwin

Title: Chief Legal Officer & General Counsel

LIST OF EXHIBITS

Exhibit A: Claim Form
Exhibit B1: Settlement Notice
Exhibit B2: Media Plan
Exhibit B3: Publication Notice
Exhibit C: List of Products
Exhibit D: Proposed Preliminary Approval Order

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 and postmarked to the Settlement Administrator by 11:59pm on [60 days after Notice Date]. 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 [date of entry of the Preliminary Approval Order], 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. **Claim Forms must be POSTMARKED or SUBMITTED ONLINE NO LATER THAN [60 days after Notice Date], 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. 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.

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:

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

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.

Purchase Information

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

Attention United States purchasers of certain Canada Dry Ginger Ale branded Products, except in California, Between January 1, 2013 and [DATE]

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 [DATE]; 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.

Questions? Visit www.CDGAsettlement.com or call 1-833-305-3916.

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, 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.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive payment under the Settlement for your purchases.	[60 days after the Notice Date]
Opt-Out	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.	[60 days after the Notice Date]
File Objection	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.)	[60 days after the Notice Date]
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	[Final Approval Hearing]
Do Nothing	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 _____, at _____ [].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 Michael K. Mullen, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 10th Floor, or the Honorable Joan L. Moriarty, in

Questions? Visit www.CDGAsettlement.com or call 1-833-305-3916.

the Carnahan Courthouse, 1114 Market Street, St. Louis, Missouri 63101, in the courtroom on the 8th floor, or such other judge assigned by the Court. This hearing date may change without further notice to you. Consult the Settlement Website at 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.

Important Dates

Month Day Year	Claims Deadline
Month Day Year	Objection Deadline
Month Day Year	Opt-Out Deadline
Month Day Year	Fairness Hearing

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

This case involves Products purchased in the United States between January 1, 2013, and [DATE] 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 [DATE], 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?

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?

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?

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?

Settlement Class Members may elect either Tier 1 or Tier 2 Benefit for Products purchased between January 1, 2013, and [DATE], 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 or call 1-833-305-3916.

6. How Do I Make A Claim?

To make a Claim, you must fill out the Claim Form available on this Settlement Website, 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 postmarked by 11:59 p.m. Central Time on [60 days after Notice Date], 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?

Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing is scheduled for [_____, 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?

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?

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?

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 postmarked to the Settlement Administrator by the Opt-Out Deadline set forth above.

11. How Do I Object To The Settlement?

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 postmarked to 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.

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

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

The Court will hold a hearing on [] 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 Michael K. Mullen, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 10th Floor, or the Honorable Joan L. Moriarty, in the Carnahan Courthouse, 1114 Market Street, St. Louis, Missouri 63101, in the courtroom on the 8th 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 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.

13. **How Do I Get More Information?**

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

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

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:

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 whitelist¹ 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 programs². This non-human traffic will be identified and

¹ 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.

² 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>

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 the [date of the Preliminary Approval Order], 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 [60 days after the Notice Date], 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 postmarked by [60 days after the Notice Date], 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. Your Objection must be filed with the Clerk of the Court and postmarked to the Settlement Administrator, Class Counsel, and counsel for Defendants on or before [60 days after the Notice Date], 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 Michael K. Mullen, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 10th Floor, or the Honorable Joan L. Moriarty, in the Carnahan Courthouse, 1114 Market Street, St. Louis, Missouri 63101, in the courtroom on the 8th floor, or such other judge assigned by the Court, on _____ at _____ [] .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, 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.

EXHIBIT C

Canada Dry Ginger Ale Products

As defined in Section 2.40 of the Settlement Agreement, the “Product” and/or “Products” that are the subject of the Settlement include all Canada Dry branded products that carried the claim “Made from Real Ginger” on the labels, including, but not limited to, those listed in the Petition and all Products listed below.

1. Canada Dry Ginger Ale – Regular
2. Canada Dry Ginger Ale – Diet
3. Canada Dry Ginger Ale – Cranberry
4. Canada Dry Ginger Ale – Diet Cranberry
5. Canada Dry Ginger Ale – Blackberry
6. Canada Dry Ginger Ale – Ten
7. Canada Dry Ginger Ale and Lemonade
8. Canada Dry Ginger Ale – Made with Real Sugar

EXHIBIT D

**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.)	

**[PROPOSED] 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 on December 13, 2018 (“Settlement Agreement”).

This case concerns the labeling, advertising, and selling of Canada Dry Ginger Ale products bearing the label “Made from Real Ginger” (the “Products”).¹ 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.

¹ 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 [the date of the Preliminary Approval Order], 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. The details of that mediation, and the intense negotiations that followed, are provided in the Declaration of the Honorable Wayne R. Andersen, which is attached to the Uncontested Motion for Preliminary Approval of Class Action Settlement. 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 on December 13, 2018. As noted, 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 the date of the Preliminary Approval Order, 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 the date of the Preliminary Approval Order, 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 Michael K. Mullen or the Honorable Joan L. Moriarty, 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 members²;
- c. The Class Representatives, who reside in four different states,³ 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,

² 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.

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

Dkt. [], 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 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) two half-page inserts in *People Magazine*, published once per week for four consecutive weeks; (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 [] [].m. on [], 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 substantially similar to the forms attached as Exhibits A and B1–3 to the Settlement Agreement. 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. [60 days after the Notice Date] or, if mailed, must be postmarked to the Claim Administrator no later than [60 days after the Notice Date]. 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, 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 [60 days after the Notice Date] or, if mailed, it must be postmarked to the Claim Administrator by no later than [60 days after the Notice Date].

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 postmarked no later than [60 days after the Notice Date] 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, postmarked by the appropriate date, the Claim Administrator shall forward the objection and all supporting documentation to counsel for the Parties. No later than [14 days prior to the Final Approval Hearing], 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 [35 days prior to the Final Approval Hearing] and their motion for an award of attorneys' fees, costs, and expenses no later than [35 days prior to the Final Approval Hearing]

and the reply in support of that motion and responses to any objections and requests to intervene no later than [14 days prior to Final Approval]. 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 ___ day of _____ 201[].

The Honorable Judge of the Circuit
Court of the City of St. Louis, State
of Missouri