
**Attention California purchasers of Canada Dry Ginger Ale
Between December 28, 2012 and June 26, 2018**

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 *Fitzhenry-Russell, et al. v. Keurig Dr Pepper*, Case No. 5:17-cv-00564, filed in the United States District Court for the Northern District of California.
- This class action Settlement will resolve a lawsuit against Keurig Dr Pepper Inc., formerly known as Dr Pepper Snapple Group, Inc., and Dr Pepper/Seven Up, Inc. (“Defendants”). The lawsuit affects all Persons who purchased Canada Dry Ginger Ale Products between December 28, 2012 and June 26, 2018 in California.
 - If you purchased Canada Dry Ginger Ale only outside of California, you should instead read the notice for the 49-State Settlement available at www.CDGAsettlement.com.
- 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 and, on November 2, 2018, the Court granted in part and denied in part Defendants’ motion for summary judgment, including finding that the “Made from Real Ginger” claim was literally true, but permitting a trial on the question of whether it was misleading.
- 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 forty cents (\$0.40) per Unit purchased. The minimum payment for any Valid Claim shall be two dollars (\$2) per Household. A Class Member who does not provide valid Proof of Purchase shall recover a maximum of (13) Units, or five dollars and twenty cents (\$5.20), per Household. A Class Member who does provide a valid Proof of Purchase may recover for a maximum of one hundred (100) Units, or forty dollars and zero cents (\$40) per Household. Class Members who also purchased Canada Dry Products outside of California may be eligible to file a separate claim for those purchases. If more than one claim is submitted per Household, all such claims shall be combined and treated as a single claim for purposes of the Household limits.
- Defendants have the right to terminate the Settlement if Class Members submit more than one million Valid Claims, regardless of the dollar value of those claims. In the event of termination, the lawsuit will proceed to trial.
- The lawyers who brought the lawsuit will ask the Court for up to \$2,250,000 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 \$5,000 for each Plaintiff who brought this lawsuit. That payment is called the “Class Representative Service Award.”
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available on the Documents page of at www.CDGAsettlement.com or contact the Settlement Administrator at Fitzhenry-Russell, et al. v. Keurig Dr Pepper Inc., c/o Settlement Administrator, 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.	March 19, 2019
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.	March 19, 2019
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 to the right.)	March 19, 2019
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 of March 19, 2019.)	April 10, 2019 at 2:00 p.m.
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 Class Members only if the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Fairness Hearing**
On **April 10, 2019 at 2:00 p.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) whether Class Counsel’s Application for a Fee Award should be granted; and (3) whether the application for the Class Representative Service Awards payments should be granted. The hearing will be held in the United States District Court of the Northern District of California, before the Honorable Nathanael Cousins, in the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, in courtroom 5 on the 4th Floor, or such other judge assigned by the Court. This hearing date may change without further notice to you. Consult this Website, or the Court docket in this case available through Public Access to Court Electronic Records (“PACER”) (<http://www.pacer.gov>), for updated information on the hearing date and time.

Important Dates

March 19, 2019	Claims Deadline
March 19, 2019	Objection Deadline
March 19, 2019	Opt-Out Deadline
April 10, 2019	Fairness Hearing

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

This case involves Canada Dry Ginger Ale (the “Products”) purchased in California between December 28, 2012, and June 26, 2018.

On June 26, 2018, the Court certified a Class defined “All persons who, between December 28, 2012 and June 26, 2018, purchased any Canada Dry Ginger Ale products in the state of California.” Excluded from the Class are: (a) all Persons who purchased or acquired the Product for resale; (b) 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; (c) any Person who files a valid, timely Opt-Out request; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (e) the Honorable Nathanael Cousins, the Honorable Wayne R. Andersen (Ret.) of JAMS, Robert A. Meyer of JAMS, and any members of their immediate families.

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. Claims for purchases of Canada Dry Ginger Ale Products in states other than California shall not be bound by this Settlement but instead are governed by a 49-State Settlement. For information regarding the 49-State Settlement for purchases outside of California visit www.CDGAsettlement.com

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 Class have suffered any injury or are entitled to monetary or other relief. 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 all Class Members money damages as a result of the alleged misrepresentations.

4. Why Is This Case Being Settled?

Plaintiffs filed their original lawsuit on December 28, 2016 in Santa Cruz Superior Court. This lawsuit was removed to the United States District Court of the Northern District of California on February 3, 2017. Defendants moved to dismiss the lawsuit and later for summary judgment. On November 2, 2018, the Court granted in part and denied in part Defendants’ motion for summary judgment, including finding that “Made from Real Ginger” claim on Canada Dry Ginger Ale was literally true, but permitting the case to go to trial on the question of whether that claim was misleading.

Plaintiffs' counsel have investigated the manufacturing, marketing, and labeling of the Products. Defendants have produced over 200,000 pages of documents for review. After extensive litigation, the Court certified the Class on June 26, 2018. The parties participated in mediation sessions with Robert A. Meyer, Esq. and 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 Robert A. Meyer, Esq. and 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 Class Members. Plaintiffs' experts have testified that the "Made from Real Ginger" representation led Class Members to pay an approximately 4% price premium for the Products, equating to an average of \$0.09 per Product, or a total of approximately \$10.7 million during the class period. Defendants' experts have testified that there was no price premium, that the Products were always line priced, and that Plaintiffs' damages are \$0.00. The Settlement allows Class Members to obtain a refund of \$0.40 per Product, which is more than four times the damages that might be recovered at trial on a per-Product basis. Furthermore, even if Plaintiffs succeeded at trial, it would be necessary for Class Members to make claims, because Defendants do not have records that identify the purchasers.

5. What Can I Get In The Settlement?

Class Members may file a claim for Products purchased between December 28, 2012, and June 26, 2018, regardless of the price the Class Member paid, subject to the following minimums and maximums:

- (a) The minimum payment for any Valid Claim shall be two dollars and zero cents (\$2) per Household. Thus, a Class Member who submits a Valid Claim for purchases of one (1) to five (5) Products shall recover two dollars and zero cents (\$2) per Household.
- (b) A Class Member who does not provide valid Proof of Purchase shall recover for a maximum of thirteen (13) Units, or five dollars and twenty cents (\$5.20), per Household.
- (c) A Class Member who does provide a valid Proof of Purchase may recover for a maximum of one hundred (100) Units, or forty dollars and zero cents (\$40), per Household.

- (d) 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.
- (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 California.

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

6. How Do I Make A Claim?

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

7. When Do I Get My Benefits?

Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing will be scheduled for April 10, 2019 at 2:00 p.m. 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 \$2,250,000 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 \$5,000 per Plaintiff. This payment is designed to compensate the named Class Representatives for the time, effort, and risks they undertook in pursuing this litigation.

A copy of Class Counsel’s motion for a Fee Award and Class Representative Service Awards is available on this Website. 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 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 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, Class Members (except any such Person who has filed a proper any timely request for exclusion from the Class), including any Person claiming derivative rights of the Class Member as the Class Member's 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, shall 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 were or could have been asserted in the Action regarding the labeling, advertising, or formulation of the Products (the "Released Claims").
- b) With respect to the released claims set forth in the preceding paragraph, each Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the 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.

The Class Members 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 Class Members 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.

- c) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.
- d) Nothing in this release shall operate to bar or release any claim for personal injury or property damage arising out of the use of the Product, nor shall anything in this release operate to bar any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Class Member.

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

You can Opt-Out from the 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 available on this Website or mail an Opt-Out request to the Settlement Administrator at Fitzhenry-Russell et al. v. Keurig Dr Pepper Inc., c/o Settlement Administrator, 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 California Canada Dry Action." The Opt-Out request must be submitted online or delivered to, and received by, the Settlement Administrator by the Opt-Out Deadline of March 19, 2019.

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 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 to the Class Action Clerk, United States District Court for the Northern District of California, San Jose Courthouse, Rm 2112, 280 S. 1st Street, San Jose, CA 95113, by the Objection Deadline set forth above. Any Objection must include: (a) a reference at the beginning to this case, *Fitzhenry-Russell, et al. v. Keurig Dr Pepper*, Case No. 5:17-cv-00564, and the name of the presiding judge, the Hon. Nathanael Cousins, United States District Court for the Northern District of California; (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 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. Failure to include this information and documentation may be grounds for overruling and rejecting your Objection. All information listed herein must be filed as a written objection with the Clerk of the Court, postmarked by mail, express mail, or personal delivery, such that the Objection is postmarked, and received by, the Clerk on or before the Objection Deadline.

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.

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

The Court will hold a hearing on **April 10, 2019**, to consider whether to approve the Settlement. The hearing will be held in the United States District Court of the Northern District of California, before the Honorable Nathanael Cousins, in the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, in courtroom 5 on the 4th 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 this Website or the Court docket in this case available through Public Access to Court Electronic Records PACER (<http://www.pacer.gov>), 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 this Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through PACER (<http://www.pacer.gov>).

You can contact the Settlement Administrator at Fitzhenry-Russell, et al. v. Keurig Dr Pepper Inc., c/o Settlement Administrator, 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:

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