

**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.)	

**PLAINTIFFS’ CONSENT MOTION TO APPROVE AMENDMENTS TO
SETTLEMENT AGREEMENT AND REVISIONS TO CLAIM FORM AND NOTICE
PLAN**

On December 18, 2018, Plaintiffs Julie George, Heather Erwin, Janet Childers, and Frank Levitt, Individually and as Class Representatives on Behalf of All Similarly Situated Persons and a proposed Settlement Class (“Plaintiffs”), moved this Court for an order granting preliminary approval of a 49-state settlement, attached to which was a Settlement Agreement and Exhibits A–D (the “49-State Settlement”). On December 19, 2018, the Court held an in-person hearing and oral argument on the Motion. After considering the arguments of counsel and the Motion and other materials submitted, the Court entered an Order granting preliminary approval of the 49-State Settlement and Exhibits B1–B3 thereto with the Court’s modifications. On December 31, 2018, the Plaintiffs moved for, and the Court entered, an Order granting approval of a revised Publication Notice.

On January 4, 2019, Defendants in this action reached a settlement of a California-only class action, *Fitzhenry-Russell, et al. v. Keurig Dr Pepper Inc., et al.*, No. 5:17cv564-NC, in the

Northern District of California (the “California Settlement”), for which a preliminary approval hearing was held on January 9, 2019.¹

A. Request to Approve Amendments to 49-State Settlement Agreement

Upon review of the 49-State Settlement Agreement, the parties discovered certain minor edits and revisions that are best resolved by amendment and have agreed, subject to the Court’s approval, to amend the 49-State Settlement Agreement as follows:

- i. Paragraph 2.9: delete “the present” and substitute “June 26, 2018”;
- ii. Paragraph 2.16: delete “other than the California Class,” and substitute “(excluding purchases in California)”;
- iii. Paragraph 2.17: delete “and Media Plan, as set forth in Exhibits B1–3” and substitute “Media Plan, Email Notice, and Online Notice, as set forth in Exhibits B1–5”;
- iv. Paragraph 2.231: insert “‘Email Notice’ means a notice by email in substantially the same form as Exhibit B4”;
- v. Paragraph 2.28: delete “or graphic matter” and substitute “graphic, or audio matter”;
- vi. Paragraph 2.29: delete “consumer contact information through Defendants’ customer service line and/or database, Defendants will provide direct notice to said consumers” and substitute “mailing or email address information for any Class Members in their customer service database, Defendants will provide those addresses to the Settlement Administrator”;

¹ On January 3, 2019, Defendants also resolved two similar actions pending in the United States District Courts for the District of Massachusetts and for the Western District of New York, respectively entitled *Fisher v. Keurig Dr Pepper, Inc.*, No. 18cv11381 (D. Mass.) and *Fletcher v. Keurig Dr Pepper Inc.*, No. 18cv766-EAW (W.D.N.Y.), both of which at the time were subject to a pending motion to dismiss..

- vii. Paragraph 2.40: delete “including, but not limited, to those listed in the Petition and all Products listed” and substitute “a complete list of which is provided in”.
- viii. Part III, first paragraph: delete “the label claim ‘Made from Real Ginger’” and substitute “the claim “Made from Real Ginger” in any Labeling of Canada Dry Ginger Ale”;
- ix. Section IX: delete paragraphs 9.1–9.6 and substitute:

9.1 Named Plaintiffs’ (Class Representatives) Release of the Released

Parties. Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Plaintiffs, including any Person claiming rights derivative of Plaintiffs as 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, on the one hand, and the Released Parties on the other hand, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall mutually release and forever discharge each other from and shall be forever barred from instituting, maintaining, or prosecuting:

- (a) 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 actually were, or could have been, asserted in the Action, that (i) 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, (ii) 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, or (iii) includes any Canada Dry branded products which contain the terms “Made From Real Ginger,” including, but not limited to, those listed in the Second Amended Complaint and all Products (the “Released Claims”);

(b) 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 Plaintiffs 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.**

The Plaintiffs 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 Plaintiffs 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 Plaintiffs' Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

9.2 Class Members and Released Parties.

(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 and timely request for exclusion from the Class), 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, shall be deemed 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, marketing, or formulation of the Products (the “Released Claims”);

(b) With respect to the Released Claims set forth in paragraph 9.2(a), 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 paragraph 9.2 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 paragraph 9.2 operate to bar any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Class Member.

9.3 Plaintiffs, on behalf of themselves and all Class Members, agree that the consideration provided under this Agreement, including the Injunctive Relief set forth in Part III of the Agreement, satisfies and resolves all allegations in the Action relating to deceptive labeling and advertising of the Products as “Made from Real Ginger.”

9.4 Effectuation of Settlement. None of the above releases include releases of causes of action to enforce the terms of the Settlement; and

- x. Paragraph 13.5: delete “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” and substitute “Both Parties and their Counsel shall be entitled to post information on their websites about the Settlement (provided such postings accurately describe the Settlement) and may truthfully and accurately describe public facts about the Settlement.

B. Request to Approve Revisions to Claim Form and Class Notice

Because of the similarities between the California Settlement and this one, and for cost and administrative efficiency, as well as to avoid confusion to class members in the California Settlement and the 49-State Settlement, the parties to this action have agreed to combine notice and administration with the California Settlement.

Toward that end, the parties have revised and supplemented the notice and administration-related exhibits to the 49-State Settlement, attached hereto as: Exhibit A (Claim Form); Exhibit B1 (Long Form Settlement Notice); Exhibit B2 (Media Plan); Exhibit B3 (Publication Notice); Exhibit B4 (Email Notice); and Exhibit B5 (Online Notice). The parties have agreed that Exhibits B2–B5 will be issued nationwide, directing Class Members to a single settlement website where Class Members can elect to file their Claim in the 49-State Settlement or the California Settlement. The 49-State Settlement and the California Settlement will have separate Claim Forms (Exhibit A) and Long Form Settlement Notices (Exhibit B1), advising Class Members of their rights and procedures to opt-out or object. Objections by members of the 49-State Settlement class shall be heard by this Court, while objections to the California Settlement by members of the certified class in the California action will be heard by the California court.

Defendants have consented to the filing of this motion, and Plaintiffs respectfully ask that the Court grant the motion and enter the proposed order (a copy of which is attached hereto), approving the amendments to the 49-State Settlement Agreement and the revised Claim Form and Notice Plan.

Dated: January 11, 2019

Julie George, Heather Erwin, Janet Childers, and Frank Levitt, Individually, and on Behalf of a Class of Similarly Situated Individuals, Plaintiffs

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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document was served upon all parties of record in this cause enrolled in the Missouri E-filing System by electronic service on January 11, 2019.

/s/ Matthew H. Armstrong
Matthew H. Armstrong

EXHIBIT A

IMPORTANT LEGAL MATERIALS

CLAIM FORM—49-STATE SETTLEMENT

GENERAL INSTRUCTIONS

You can submit a Claim for a Benefit Check under this Settlement if you purchased any Canada Dry Ginger Ale Products **in the United States (*Excluding California), between January 1, 2013, and December 19, 2018.**

To obtain payment from the Settlement you 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 DELIVERED TO, AND RECEIVED BY, THE SETTLEMENT ADMINISTRATOR or SUBMITTED ONLINE NO LATER THAN MARCH 19, 2019 at 11:59 p.m., Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Settlement Notice (“the Notice”) available at www.CDGAsettlement.com. 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.

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).

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 June 26, 2018?

Yes

No

Did you purchase Canada Dry Ginger Ale Products in the 49 United States (other than California) between January 1, 2013, and December 19, 2018?

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. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. 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);
3. I am neither (a) a Person who purchased or acquired the Product for resale; (b) an employee, principal, legal representative, successor, or assign of Defendants or their affiliated entities; (c) a government entity; nor (d) a judge to whom this Action is assigned, or any member of the judge's immediate family;
4. 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;
5. I understand that by not opting out of the Settlement, I have given a complete Release of all settled Claims; and
6. 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 December 19, 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 *George v. Keurig Dr Pepper Inc.*, Case No. 1822-CC11811, filed in the Circuit Court of the City of St. Louis, State of Missouri.
- This class action Settlement will resolve a lawsuit against Keurig Dr Pepper, Inc., f/k/a Dr Pepper Snapple Group, Inc. and Dr Pepper/Seven Up, Inc. (“Defendants”). The lawsuit affects all Persons who meet all the following criteria:
 - Purchased Canada Dry Ginger Ale Products that contain the terms “Made from Real Ginger” on the labels (the “Products”); and
 - Purchased between January 1, 2013, and December 19, 2018; and
 - Purchased in the United States other than in 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. Class Members who also purchased Canada Dry Ginger Ale Products in 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.
- 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.”

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

- Your legal rights are affected whether you act or don't act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.CDGAsettlement.com, 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.	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 noted above.)	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 noted above.)	April 8, 2019
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 April 8, 2019, at 10:00 a.m., the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) the Released Claims of the Settlement Class against the Released Parties should be dismissed with prejudice; (3) whether Class Counsel's Application for a Fee Award should be granted; and (4) whether the application for the Class Representative Service Awards payments should be granted. The hearing will be held in the Circuit Court of the City of St. Louis, Missouri,

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

before the Honorable Mark H. Neill, in the Civil Courts Building, 10 N. Tucker Blvd, St. Louis, Missouri 63101, in the courtroom on the 5th Floor, or such other judge assigned by the Court. This 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.stlcitycircuitcourt.com>), for updated information on the hearing date and time.

Important Dates

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

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

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

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

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

2. What Is The Lawsuit About?

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. Similar putative class actions were also filed in other jurisdictions: *Fisher, et al. v. Dr Pepper Snapple Group, Inc., et al.*, No. 1:18cv11381-MLW, filed on June 30, 2018, in the United States District Court for the District of Massachusetts; and *Fletcher v. Dr Pepper Snapple Group, Inc., et al.*, No. 1:18cv00766-EAW, filed on July 11, 2018. Those actions were brought by different plaintiffs and counsel who have agreed to dismiss the actions upon final approval of this Settlement. Opting out of this Settlement does not provide an opportunity to participate in those cases, but, if the Court does not grant final approval to this Settlement, those actions will continue.

As part of this lawsuit, 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.

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. Although Plaintiffs have not conducted any expert analysis of their own, they are aware of expert testimony in a similar case that the 'Made from Real Ginger' representation led certain purchasers to pay an approximately 4% price premium for the Products, equating to an average of \$0.09 per Product. 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?

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

- (a) Tier 1. Settlement Class Members who elect to fill out the Claim Form for Tier 1 and do not have valid Proof of Purchase may recover up to of \$0.40 per Unit for up to thirteen Units or \$5.20 per Household. The minimum payment for any valid claim shall be \$2.00 per Household, subject to adjustments based upon, among other things, the number of Valid Claims submitted; or
- (b) Tier 2. Settlement Class Members who elect to fill out the Claim Form for Tier 2 and do have valid Proof of Purchase may recover \$0.40 per Unit for up to one hundred (100) Units or \$40.00 per Household, subject to adjustments based upon, among other things, the number of Valid Claims submitted.
- (c) All Claims submitted from the same Household shall be treated as a single Claim including for the purposes of meeting the Proof of Purchase requirements.

- (d) The Settlement Administrator may make further adjustments to the Benefit depending upon the specific number of Valid Claims and information provided during the Claim process.
- (e) The Settlement also provides for a permanent injunction that prevents Defendants from using the label claim “Made From Real Ginger,” but permits the labeling of Canada Dry Ginger Ale to include statements such as, “real ginger taste,” “made with real ginger extract,” “real ginger flavor,” “flavor from real ginger extract,” “natural ginger flavor,” “ginger flavor,” and combinations of those words or phrases.

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

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

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 delivered to, and received by, the Settlement Administrator by 11:59 p.m. Central Time on March 19, 2019. Benefit Checks will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

7. When Do I Get My Benefits?

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

8. What Do Plaintiffs And Their Lawyers Get?

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. Defendants have agreed to make separate payments to plaintiffs’ counsel from the *Fisher* and *Fletcher* actions.

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. Defendants have agreed to make separate payments to the named plaintiffs in the *Fisher* and *Fletcher*

actions.

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, Settlement Class Members (except any such Person who has filed a proper and timely request for exclusion from the Class), 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, shall 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 were or could have been asserted in the Action regarding the labeling, marketing, or formulation of the Products.

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.
- e) “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. If mailed, the Opt-Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: “I/We request to Opt-Out from the settlement in the Canada Dry Action.” The Opt-Out request must be submitted online or delivered to, and received by, the Settlement Administrator by the Opt-Out Deadline set forth above.

11. How Do I Object To The Settlement?

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

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

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

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

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

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

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

<p><u>Counsel for Class:</u> Matthew H. Armstrong ARMSTRONG LAW FIRM LLC 8816 Manchester Road, No. 109 St. Louis, Missouri 63144</p>	<p><u>Counsel for Defendant:</u> Van H. Beckwith BAKER BOTTS LLP 2001 Ross Avenue Suite 900 Dallas, Texas 75201</p>
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12. When Will The Court Decide If The Settlement Is Approved?

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

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

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

MEDIA PLAN

All terms herein have the same meaning as in the accompanying Settlement Agreement.

Settlement Website

At least two weeks prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website in compliance with the Settlement Agreement and enable the Parties to test the operation of the Settlement Website, including the online Claim Form and Opt-Out Form. The Settlement Administrator shall fix any problems identified in the course of such testing and make the Settlement Website live and publicly available at least three business days prior to the initiation of any notice described in this Media Plan. The 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.

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.

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

Publication Notice and Notice Date

The Settlement Administrator will cause the Publication Notice to be published once, as ½- page black and white advertisement, in the national editions of the following magazines to be published no later than 30 days after Preliminary Approval:

People Magazine has a circulation of 3,031,829 with more than 30,954,974 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 17,470,260 readers. A one-half page, black and white ad will be published once in the national edition of this magazine.

The Notice Date shall be January 18, 2019. The Publication Notice shall occur as soon thereafter as possible.

Online Notice

The Settlement Administrator shall cause the Online Notice 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. The Settlement Administrator may make modifications to the wording of the Online Notice to improve performance based on A/B testing. 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

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.

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 67,700,000 million combined impressions (including both desktop and mobile impressions).

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

Sponsored Blog Post

Five Thousand Dollars (\$5000) shall be allocated for a sponsored blog/newsletter post on www.topclassactions.com which shall link to the Settlement Website.

Ad Fraud

The Settlement 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 culled from our final reach calculations reported to the court.

Email Notice

On or before the Notice Date, the Settlement Administrator shall send the Email Notice via electronic mail to each Class Member at the email address provided by Defendants. For an email that does not deliver successfully on the first attempt and does not result in a hard bounce, two more email attempts will be made, for a total of three delivery attempts. In all cases where the Email Notice is successfully delivered, the Email Notice shall be re- sent two additional times, spaced seven days and fourteen days, respectively, after the initial notice.

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>

Mailed Notice

On or before the Notice Date, the Settlement Administrator shall mail the Long Form Settlement Notice and the Claim Form to each Class Member for which Defendants have provided a mailing address but not an email address. Before mailing, the Settlement Administrator shall update the address using the National Change of Address Database.

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.

CAFA Notices

Within ten (10) days after this settlement is filed in court, the Claim Administrator shall provide the notices of the California Settlement to the appropriate state and federal officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715, et seq.

Certification to Court

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 Canada Dry Ginger Ale Products, class action Settlements may affect your rights.

Two proposed class action Settlements have been reached in cases alleging Canada Dry Ginger Ale Products was deceptively labeled “Made from Real Ginger”. The Settlements resolve two lawsuits: in California, *Fitzhenry-Russell, et al. v. Keurig Dr. Pepper, et al.*, No. 5:17cv564 (U.S. District Court for Northern District of Cal.); and in 49 other states, *George, et al. v. Keurig Dr. Pepper, et al.*, No. 1822-CC11811 (Circuit Court of the City of St. Louis, MO). The Settlements require Defendants to change the label and compensate consumers. Defendants deny any wrongdoing.

Who is a Class Member?

You may be an eligible Settlement Class Member if you purchased Canada Dry Ginger Ale Products **in California** between December 28, 2012, and June 26, 2018, **or in the other 49 United States**, between January 1, 2013, and December 19, 2018.

What are the Benefits?

The Settlements require Defendants to permanently remove the label claim “Made from Real Ginger.” They permit labeling that includes statements such as, “real ginger taste” and “made with real ginger extract,” among other combinations of those label claims. Settlement Class Members who file a claim will receive \$0.40 per Unit purchased, up to 13 Units or \$5.20 per Household without proof of purchase, and up to 100 Units or \$40.00 per Household with proof of purchase. Every Valid claim will receive a minimum payment of \$2.00. The total Benefit for the 49-State Class Members is capped at \$11,200,000, so Class Members there may receive per Unit less depending on how many Valid Claims are actually submitted. There is no cap on total benefits for the California Settlement.

What are my rights?

You may make a Claim, Object, Opt-Out, or do nothing. **To receive a payment, you must submit a Claim**, online or by mail, by March 19, 2019. If you **Opt-Out of the Settlement**, you may pursue a separate lawsuit, but you will receive no payment. Your Opt-Out request must be received by the Settlement Administrator by March 19, 2019. If you do not Opt-Out, you give up your right to bring a separate lawsuit. **To object**, you must submit a written Objection that complies with the requirements in the applicable Settlement Notice available at www.CDGAsettlement.com. Your Objection must be filed with the Court by March 19, 2019. **Do nothing**, and you will not receive a payment and you will release claims against Defendants that relate to the allegations in the lawsuits.

Each Court presiding over the cases will hold a Fairness Hearing to review its respective Settlement. The California Settlement will be heard on April 10, 2019, in the U.S. District Court for the Northern District of California, 280 S. 1st St., San Jose, CA 95113, before the Honorable Nathanael Cousins. The 49-State Settlement will be heard on April 8, 2019, at the Civil Courts Bldg., 5th floor, 10 N. Tucker Blvd, St. Louis, MO 63101, before the Honorable Mark Neill. Each Court will decide whether to approve the Settlement and to make certain awards to be paid by Defendants. The Missouri Court will decide whether to award Attorneys’ Fees and Costs of up to \$1,200,000, plus \$1,000 per named Plaintiff as Class Representative Service Awards. The California Court will decide whether to award Attorneys’ Fees and Expenses of up to \$2,250,000, plus \$5,000 per named Plaintiff as Class Representative Service Awards. The Applications for Attorneys’ Fees and Expenses will be posted on www.CDGAsettlement.com after they are filed. You may, but don't have to, attend the hearings. Benefit Checks will be issued to the Class Members only if the Settlements are approved and any Objections are resolved. Please be patient.

For more information, visit www.CDGAsettlement.com or contact the Settlement Administrator at 1-833-305-3916 or Heffler Claims Group, Keurig Dr. Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097. Please do not telephone the Courts to inquire about the Settlements.

EXHIBIT B4

To: [Customer email address]
From: Canada Dry Ginger Ale Class Action Settlement Administrator
Subject: Notice of Class Action Settlement

Why Am I Receiving This Notice?

You are receiving this notice because, according to our records, you may have purchased Canada Dry Ginger Ale in the United States since December 28, 2012.

What's this about?

Two proposed class action Settlements have been reached in cases alleging Canada Dry Ginger Ale Products was deceptively labeled "Made from Real Ginger". The lawsuits are: in California, *Fitzhenry-Russell, et al. v. Keurig Dr. Pepper, et al.*, No. 5:17cv564 (U.S. District Court for Northern District of Cal.); and in 49 other states, *George, et al. v. Keurig Dr. Pepper, et al.*, No. 1822-CC11811 (Circuit Court of the City of St. Louis, MO). The Settlements require Defendants to change the label and compensate consumers. Defendants deny any wrongdoing.

Does The Class Include Me?

You are an eligible Settlement Class Member if you purchased Canada Dry Ginger Ale Products **in California** between December 28, 2012, and June 26, 2018, **or in the other 49 United States**, between January 1, 2013, and December 19, 2018.

How Do I Make A Claim?

If you file a Valid claim you will receive of \$0.40 per Unit purchased, up to 13 Units or \$5.20 per Household without proof of purchase, and up to 100 Units or \$40.00 per Household with proof of purchase. Every Valid claim will receive a minimum payment of \$2.00. The total Benefit for the 49-State Class Members is capped at \$11,200,000, so Class Members there may receive per Unit less depending on how many Valid Claims are actually submitted. There is no cap on total benefits for the California settlement. **To file a claim, click <link>here</link>.**

What are the Other Settlement Benefits

The Settlements also require Defendants to permanently remove the label claim "Made from Real Ginger." They permit labeling that includes statements such as, "real ginger taste" and "made with real ginger extract," among other combinations of those label claims.

What are my rights?

You may make a Claim, Object, Opt-Out, or do nothing. **To receive a payment, you must <link>submit a Claim</link>**, online or by mail, by March 19, 2019. If you **Opt-Out of the Settlement**, you may pursue a separate lawsuit, but you will receive no payment. Your Opt-Out request must be received by the Settlement Administrator by March 19, 2019. If you do not Opt-Out, you give up your right to bring a separate lawsuit. **To object**, you must submit a written Objection that complies with the requirements in the applicable Settlement Notice available at www.CDGAsettlement.com. Your Objection must be filed with the Court by March 19, 2019. **Do nothing**, and you will not receive a payment and you will be release claims against Defendants that relate to the allegations in the lawsuits.

What will happen next?

Each Court presiding over the cases will hold a Fairness Hearing to review its respective Settlement. The California Settlement will be heard on April 10, 2019, in the U.S. District Court for the Northern District of California, 280 S. 1st St., San Jose, CA 95113, before the Honorable Nathanael Cousins. The 49-State Settlement will be heard on April 8, 2019, at the Civil Courts

Bldg., 5th floor, 10 N. Tucker Blvd, St. Louis, MO 63101, before the Honorable Mark Neill. Each Court will decide whether to approve the Settlement and to make certain awards to be paid by Defendants. The Missouri Court will decide whether to award Attorneys' Fees and Costs of up to \$1,200,000, plus \$1,000 per named Plaintiff as Class Representative Service Awards. The California Court will decide whether to award Attorneys' Fees and Expenses of up to \$2,250,000, plus \$5,000 per named Plaintiff as Class Representative Service Awards. The Applications for Attorneys' Fees and Expenses will be posted on www.CDGAsettlement.com after they are filed. You may, but don't have to, attend the hearings. Benefit Checks will be issued to the Class Members only if the Settlements are approved and any Objections are resolved. Please be patient.

How can I get more information?

For more information, visit www.CDGAsettlement.com or contact the Settlement Administrator at 1-833-305-3916 or Heffler Claims Group, Keurig Dr. Pepper Inc., P.O. Box 58097, Philadelphia, PA 19102-8097. Please do not telephone the Court to inquire about this settlement.

EXHIBIT B5

Online Banner Ad

**Canada Dry Ginger Ale Purchasers
You Could Get a Cash Benefit from a Class Action Settlement.
Learn more**

Mobile Banner Ad

**Canada Dry Ginger Ale Purchasers:
You Could Get a Cash Benefit from a Class Settlement.**

Facebook Ad

Text: Canada Dry Ginger Ale Purchasers - You Could Get a Cash Benefit from a Class Action Settlement.

Headline: Canada Dry Ginger Ale Settlement

Website: www.CDGASettlement.com

Description: Court Authorized Notice