
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,

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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:

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 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:

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8816 Manchester Road. No. 109
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