

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO: 500-06-000968-194

(Class Action)
SUPERIOR COURT

DAVID ZOUZOUT

Representative Plaintiff

-vs-

CANADA DRY MOTT'S INC.

and

KEURIG DR PEPPER INC.

Defendants

SETTLEMENT AGREEMENT

This Settlement Agreement (this “**Settlement Agreement**”) is made by and among: (i) individual and representative plaintiff David Zouzout (“**Plaintiff**”), on behalf of himself and, on the terms set forth herein, the Settlement Class (as defined below) on the one hand; and (ii) Canada Dry Motts Inc., a corporation existing under the laws of Canada (“**CDM**”) and Keurig Dr Pepper Inc., a corporation existing under the laws of the United States of America (“**KDP**” together with CDM, collectively, “**Defendants**”, and Plaintiff and Defendants being collectively referred to herein as the “**Parties**”) on the other hand, by and through their respective counsel and representatives, as of the 12th day of November 2020, to settle and compromise the claims of Plaintiff and the Settlement Class on the terms and conditions set forth below:

I. CLAIMS OF PLAINTIFF

A. Plaintiff has filed an *Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*, in which he alleges the Claims and requests the Damages: *David Zouzout v. Canada Dry Mott's Inc. and Keurig Dr Pepper Inc.*, No. 500-06-000968-194 (Qué. Sup. Ct. November 24, 2019) (the "**Action**"). The Action has not yet been authorized to proceed as a class action.

B. Plaintiff alleges that Defendants used or published certain labelling, advertising materials and websites in relation to the sale, marketing and distribution of the Canada Dry Ginger Ale soft drinks (the "**Soft Drinks**") that contained false, incomplete or misleading information or representations concerning the characteristics and ingredients of the Soft Drinks, in breach of legal obligations (collectively, the "**Claims**"). Plaintiff requests, on behalf of himself and the Settlement Class, compensatory damages and punitive damages (collectively, the "**Damages**"). Defendants completely deny any and all such Claims and vigorously contend that neither Plaintiff nor the Settlement Class have been in any way misled, suffered any prejudice or have any right to any Damages whatsoever.

C. Plaintiff, through Plaintiff's Class Counsel, has conducted an investigation of the facts and analyzed the relevant legal issues. Although Plaintiff and Plaintiff's Class Counsel believe that the Claims have merit, Plaintiff and Plaintiff's Class Counsel also have examined the benefits to be obtained under the proposed terms of settlement set forth in this Settlement Agreement (the "**Settlement**"), and have considered the potential risks, costs and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of either Plaintiff or Defendants.

D. Defendants have conducted an investigation of the facts and analyzed the relevant legal issues. Although Defendants vigorously deny all liability or wrongdoing with respect to any and all facts

or allegations arising out of or related to the Claims, and believe that Plaintiff's Claims have no merit whatsoever and that Defendants' defenses available to the claims asserted in the Action have very substantial merit, Defendants also have considered the potential risks, costs and delays associated with the continued litigation of the Action and the likely appeals of any rulings in favor of either Plaintiff or Defendants against the benefits of the Settlement.

E. Each of the Parties and their respective counsel believes, in consideration of all the circumstances and after substantial arms' length settlement negotiations between counsel, that its respective interests are best served by entering into the Settlement set forth in this Settlement Agreement. Plaintiff and Plaintiff's Class Counsel believe that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class.

F. The Parties intend that the proposed Settlement set forth in this Settlement Agreement will resolve all Released Claims (as defined below).

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, that:

- (a) the Action will be settled and compromised as between Plaintiff (on behalf of himself and all Settlement Class Members) and Defendants, subject to approval of the Quebec Superior Court (the "**Court**") as further described herein;
- (b) upon the Court's approval of the Settlement, a final judgment or order, in a form to be agreed by the Parties and approved by the Court, will be entered: (1) declaring that the Settlement Agreement constitutes a transaction pursuant to article 2631 of the *Civil Code of Quebec*, thereby effectively terminating the Action; (2) declaring the Action settled out of Court; (3) barring and enjoining the prosecution by the Settlement Class Members of all Released Claims against the Released Parties (as

defined below) with prejudice; and (4) ordering the Parties to abide by the Settlement Agreement; and

(c) all of the foregoing are subject to the following terms and conditions:

II. DEFINITIONS

In addition to the foregoing defined terms, for purposes of this Settlement Agreement and all Annexes hereto, the following terms shall have the meanings given to them below:

A. The term “**authorization**” refers to the legal process of authorization of a class action as commonly understood in the Province of Québec.

B. “**Claims Administrator**” means Velvet Payments Inc., subject to approval of the Court, or such other entity or person approved by the Court to manage the Settlement Benefits Claims Process, including without limitation receiving from Defendants the amounts to be made available under the Total Settlement Cap to be used by the Claims Administrator to pay the Settlement Benefits to Settlement Class Members, publishing notices to the Settlement Class, paying the Settlement Benefits to Settlement Class Members, and reporting to the Court and the Parties as necessary and appropriate.

C. “**Claims Administrator Expenses**” means all Claims Administrator fees, costs incurred and disbursements paid by the Claims Administrator in the carriage of its mandate, including costs incurred and disbursements paid in processing all Claims in accordance with the terms of this Settlement Agreement and the Settlement Benefits Claims Process, subject to the approval of the Court;

D. “**Class Period**” means the period from January 14, 2016 up to and including November 11, 2020.

E. “**Class Counsel Fees**” means legal fees, disbursements and expenses provided for in section VII that Defendants have agreed to pay subject to Court approval.

F. “**Effective Date**” is the date on which the Settlement Approval Order is Final.

G. “**Final**”, when used in connection with any court order or judgment, means that the relevant order or judgment will be final:

- (a) if no appeal is taken therefrom, on the date on which the time to appeal therefrom (including any potential extension of time) has expired; or
- (b) if any appeal is taken therefrom (including without limitation any appeals by Objectors), on the date on which all appeals therefrom, including motions for rehearing or reargument and motions or applications for leave to appeal or any other form of review, have been finally disposed of, such that the time to appeal therefrom (including any potential extension of time) has expired or does not exist, in a manner resulting in a final, non-appealable affirmance of the relevant order or judgment.

H. “**Final Settlement Notice**” means a written notice of the Settlement approved by the Court in the Settlement Approval Order, in form and substance substantially similar to that attached hereto as Annex 2 to this Settlement Agreement.

I. “**Fonds**” means the Quebec *Fonds d'aide aux actions collectives* created pursuant to the *Act respecting the Fonds d'aide aux actions collectives* (CQLR c F-3.2.0.1.1);

J. “**Fonds Levy**” means the amount which is payable to the Fonds pursuant to applicable legislation and regulation, and which Defendants have agreed to pay pursuant to this Settlement Agreement, and which shall be applied against and reduce the Total Settlement Cap. The Parties agree that the Fonds is legally entitled to receive, pursuant to article 592 of the *Code of Civil Procedure*, Section 42 of the *Act respecting the Fonds d’aide aux actions collectives* (chapter F-3.2.0.1.1), and Section 3(a) of the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives* (chapter F-3.2.0.1.1, r. 2), two percent (2%) of any liquidated claim. Pursuant to this Settlement Agreement, each Settlement Class Member submitting a valid claim may receive Settlement Benefits of up to a maximum amount of CAD \$7.50, in which case the Fonds Levy would be of a maximum amount of CAD \$0.15 per valid claim (paid in addition to the CAD \$7.50 maximum individual claim amount). For greater certainty, pursuant to this Settlement Agreement, each Settlement Class Member submitting a valid claim may receive Settlement Benefits of less than CAD \$7.50, if the amount remaining from the Total Settlement Cap to satisfy each valid claim, after deducting all applicable fees, disbursements, costs, expenses, taxes, and after being pro-rated among all valid claims, is less than CAD \$7.50. Under such circumstances, the Fonds Levy would be of less than CAD \$0.15 per valid claim, and would be calculated as two (2%) of the amount of the Settlement Benefits before deduction of the Fonds Levy.

K. “**Fonds Disbursement**” means the funding obtained by Class Counsel from the Fonds in connection with the Action, in the amount of CAD \$30,830.50, which amount Defendants have agreed to reimburse to Class Counsel as part of this Settlement Agreement, and which Class Counsel undertakes and agrees to use to reimburse the Fonds upon receipt of an appropriate invoice or other similar document required for tax purposes.

L. “**Notice Approval Order**” means the order or judgment of the Court that approves the Pre-Approval Settlement Notice, authorizes the class action for settlement purposes only and appoints the Claims Administrator.

M. “**Notices**” means, collectively, the Pre-Approval Settlement Notice and the Final Settlement Notice.

N. “**Objectors**” means entities or individuals who register formal objections with the Court as part of the process of approving this Settlement Agreement.

O. “**Opt Outs**” means Settlement Class Members who validly opt out of the Settlement Class within the period and under the conditions and procedures for opt-out as determined by the Court and described in any notice to class members approved by the Court.

P. “**Orders**” means, collectively, the Notice Approval Order and the Settlement Approval Order.

Q. “**Pre-Approval Settlement Notice**” means a written notice of the proposed Settlement approved by the Court in the Notice Approval Order, in form and substance substantially similar to that attached hereto as Annex 1 to this Settlement Agreement.

R. “**Press Release**” means the press release in form and substance substantially similar to that attached hereto as Annex 3 to this Settlement Agreement, and which shall not contain any logos, images of the Soft Drinks or other intellectual property of the Defendants.

S. “**Released Claims**” means any and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities,

agreements, costs, or expenses, of any nature whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including any Unknown Claims, of Plaintiff and/or the Settlement Class Members (collectively, “**Losses**”) arising out of any purchase, consumption or use by them of any Soft Drinks, to the extent that any Losses: (a) arise out of the Action; (b) relate to any allegations that either were or could have been asserted in the Action or may previously have been asserted in claims relating to the Soft Drinks; or (c) might be asserted by Plaintiff or any Settlement Class Member, against any of the Released Parties in connection with, arising from, or in any way whatsoever relating to, (in any manner, directly or indirectly) the Claims and/or any acts, facts, transactions, occurrences, conduct, representations or omissions alleged in the Action, including, without limitation, Losses respecting any disclosure or failure thereof, advertising, marketing, labeling, packaging, promotion, sale or distribution, or other descriptions of, or Losses relating to the nature, quality, product pricing, value, safety, effects on health and/or functionality of the Soft Drinks and their ingredients, or the risks, disclosed or undisclosed, relating to their consumption or ingestion, or any other threatened or pending litigation asserting Losses of the nature encompassed by the release in this Settlement Agreement, and any Losses arising after the date that the Settlement Approval Order becomes Final that could be asserted based on labels or marketing materials, consumption or ingestion of the Soft Drinks in existence as of the Effective Date. For avoidance of doubt, Released Claims include Losses relating to: (i) damages caused by alleged inadequate, misleading, incomplete or otherwise improper labeling, advertising, marketing, distribution or sale of the Soft Drinks; and (ii) any claim for punitive damages.

T. “**Released Parties**” means each and all of the Defendants and each and all of Defendants’ direct and indirect past, present and future parent companies, subsidiaries and affiliates including without limitation Keurig Dr Pepper Inc., Canada Dry Mott’s Inc. and each and all of their respective divisions and direct and indirect subsidiaries, affiliates, partners, joint ventures, predecessors and successor

corporations and business entities, and each and all of their past, present and future officers, directors, servants, licensees, joint ventures, sureties, attorneys, agents, consultants, advisors, wholesalers, resellers, distributors, retailers, contractors, employees, controlling or principal shareholders, general or limited partners or partnerships, divisions, insurers, designated management companies, and each and all of their successors or predecessors in interest, assigns, or legal representatives, and any persons or entities that have designed, developed, manufactured, supplied, advertised, marketed, distributed or sold (in each instance, directly or indirectly) the Soft Drinks.

U. **“Representative Plaintiff”** means David Zouzout in his capacity as a representative for the Settlement Class, if and when appointed to that role by the Court.

V. **“Settlement Approval Order”** means the order or judgment of the Court that finally approves the Settlement.

W. **“Settlement Benefits”** means the amounts payable by Defendants to Settlement Class Members under Section III.D(e) hereof, which shall be of up to a maximum of CAD \$7.50 per valid claim. For greater certainty, the amount remaining from the Total Settlement Cap after deducting all applicable fees, disbursements, costs, expenses, and taxes, in accordance with this Settlement Agreement, and after being pro-rated among all valid claims, may be less than CAD \$7.50.

X. **“Settlement Benefits Claims Process”** means the process described in Section III.B(a) hereof.

Y. **“Settlement Class”** means all consumers within the meaning of the CPA who purchased in the province of Quebec any Canada Dry Ginger Ale product marketed as “Made from Real Ginger” or “Fait à partir de vrai gingembre” during the Class Period.

Z. “**Settlement Class Member**” means any person who falls within the definition of the Settlement Class, including without limitation any Objectors who do not validly opt out of the Settlement Class, but excludes persons who validly opt out of the class action and Released Parties.

AA. “**Unknown Claims**” means all Losses arising out of facts relating to any matter covered by the Released Claims that all persons or entities providing releases under this Settlement Agreement, including all Settlement Class Members, do not know or suspect to exist in their favour at the time of the release of the Released Parties and which, if known by them, might have affected their decision to settle with Defendants and release the Released Parties or to take any other action including, but not limited to, objecting or not objecting to the Settlement. All persons or entities providing releases under this Settlement Agreement may hereafter discover facts other than or different from those which such persons now know or believe to be true with respect to the subject matter of the Released Claims. Upon the Effective Date, each person or entity providing releases under this Settlement Agreement, including all Settlement Class Members, shall be deemed to have waived any and all rights that he, she, it or they may have under any action, statute, regulation, administrative adjudication or common or civil law principle that would otherwise limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of this Settlement Agreement.

III. **TERMS AND CONDITIONS OF THE SETTLEMENT BENEFITS**

A. **Obligations of Defendants.**

- (a) *Conditional Nature.* All obligations of Defendants hereunder are conditional and contingent in all respects upon effective termination of the Action and the entry of a declaration of settlement of the Action, the release by the Settlement Class Members of the Released Claims, entry of the judgment approving this Settlement

Agreement as provided for in the Settlement Approval Order, and the occurrence of the Effective Date.

- (b) *The Total Settlement Cap*. Defendants shall make available and pay up to a total maximum amount not to exceed CAD \$650,000 (which total maximum amount includes all taxes, fees, disbursements, levies, interest, and costs) (the “**Total Settlement Cap**”), as and when required under this Settlement Agreement, to be used to: (i) make available to the Claims Administrator the Settlement Benefits for payment to the Settlement Class Members; (ii) make available to the Claims Administrator the amount of the Fonds Levy for payment to the Fonds; (iii) pay the Claims Administrator Expenses including without limitation all costs related to publication of required settlement-related notices to the Settlement Class, including the Pre-Approval Settlement Notice and the Final Settlement Notice; (iv) pay Class Counsel Fees applied for and ultimately awarded by the Court; (v) reimburse to Class Counsel the amount of the Fonds Disbursement, which Class Counsel undertakes to reimburse to the Fonds; (vi) pay the Representative Plaintiff’s disbursements and honorarium of up to CAD \$5,000, subject to Court approval. Under no circumstances whatsoever shall Defendants have any further financial responsibility to pay any amount in excess of the maximum amount of CAD \$650,000 pursuant to this Settlement Agreement or in the execution of any of its provisions, and any remainder of the Total Settlement Cap will remain with or be returned to the Defendants, as the case may be, and there shall be no *cy-près award* (other than the amount of the Representative Plaintiff’s honorarium should it be refused).

- (c) *Deposits with Defendants' counsel.* Within ten (10) days of the execution of the present Settlement Agreement by the parties, Defendants shall deposit in Woods LLP's trust account the amount of CAD \$272,278 to cover both Class Counsel Fees and the Fonds Disbursement¹. This amount will be deposited into an interest-bearing financial instrument (such as a GIC) held by Defendants' Counsel, at a recognized Canadian banking institution. Within five (5) business days of such deposit, Defendants' Counsel will provide Class Counsel with notice of such investment. These amounts will be returned to Defendants in the event that the Settlement is not effectuated.
- (d) *Payments to Claims Administrator.* Defendants shall make an advance payment to the Claims Administrator of an amount sufficient to cover the publication costs of the Pre-Approval Settlement Notice within thirty (30) days after the later of the date: (i) the Court issues the Notice Approval Order in which the Court approves the Claims Administrator's appointment and directs payment of the amount to the Claims Administrator; or (ii) the Claims Administrator agrees in writing to perform its duties in strict compliance with the terms of this Settlement Agreement. Defendants shall subsequently pay to the Claims Administrator the additional amounts payable by them to the Claims Administrator pursuant to the terms of this Settlement Agreement (the "**Additional Payment**") which shall be sufficient to cover: (1) the amount of Settlement Benefits payable to Settlement Class Members for valid claims (after deducting all applicable fees, disbursements, costs, expenses,

¹ The sum of CAD \$241,447.50 inclusive of GST & QST plus CAD \$30,830.50.

and taxes) (2) the amount of the Fonds Levy, (3) the balance of the Claim Administrator Expenses, (4) the payment of CAD \$5,000 to Representative Plaintiff, if approved by the Court. The Additional Payment shall be made within ten (10) days of all of the following events having occurred: (a) the occurrence of the Effective Date; (b) the Claims Administrator shall have determined the quantum of such Additional Payment in accordance with the terms of this Settlement Agreement and the Settlement Benefits Claims Process; and (c) the Claims Administrator shall have informed Defendants of the quantum of such Additional Payment by way of written notice to Class Counsel and to Woods LLP, such notice to include a detailed statement and breakdown of the Additional Payment and to enclose supporting documents.

- (e) *Orders*. Defendants shall, jointly with Plaintiff and Plaintiff's Class Counsel, file motions for the Orders, as required under Section V hereof.
- (f) *Other*. Defendants shall otherwise comply with and perform all of the terms, conditions and obligations required of them under this Settlement Agreement.

B. Obligations of Settlement Class Members.

- (a) *Settlement Benefits Claims Process*. To claim entitlement to the compensation provided under this Settlement Agreement, a Settlement Class Member must:
 - (1) provide his/her e-mail address to the Claims Administrator in the manner described in the Pre-Approval Notice by the deadlines provided therein;

(2) complete an on-line claim form, an agreed draft of which is attached as Annex 3 to this Settlement Agreement (“**Claim Form**”); and

(3) submit such completed Claim Form to the Claims Administrator in the manner described in the Claim Form no later than 30 days after the date of publication of the Final Settlement Notice by the Claims Administrator in the manner described herein (the “**Claim Form Due Date**”).

If a Settlement Class Member fails to complete (1), (2) or (3) above in this subsection (a), then he/she will not be entitled to any portion of the Settlement Benefits, and will still be subject to the releases set forth in Section VI.

- (b) *Payment of Settlement Benefits.* Settlement Class Members who timely and validly submit Claim Forms shall receive payment of any Settlement Benefits to which they are entitled by means of an electronic payment by Interac e-Transfer or other similar electronic means of payment as judged feasible by the Claims Administrator sent to the e-mail address provided by the Settlement Class Member. Such payments may be retrieved for a period of thirty (30) days after transmittal of the same by the Claims Administrator; provided that if any Settlement Class Member fails to timely retrieve an electronic payment, the payment will be withdrawn, the electronic transfer will be voided, the Settlement Class Member will be deemed to have received their full Settlement Benefits under the Settlement Agreement, and for the avoidance of doubt such Settlement Class Member shall still be subject to the releases set forth in Section VI.

C. **Obligations of Plaintiff and the Plaintiff's Class Counsel.**

- (a) *Termination of Action and Declaration of Settlement.* Plaintiff and Plaintiff's Class Counsel, with the reasonable cooperation of Defendants as and when required, shall use their best efforts to effectuate the Settlement and to secure the prompt, complete and final termination of the Action and declaration of settlement in respect of the Action as against Defendants.
- (b) *Orders.* Plaintiff and Plaintiff's Class Counsel shall, jointly with Defendants, file motions with the Court for the Orders, as required under Section V hereof.
- (c) *Publication of Notices.* Beginning on the date when the Claims Administrators' Settlement Website is activated (but not before), Plaintiff's Class Counsel shall post a link on Plaintiff's Class Counsel's website and firm LinkedIn/Facebook pages to the Pre-Approval Settlement Notice and may post a link to the Final Settlement Notice with the following statement: "For information on a class action settlement with Canada Dry Mott's Inc. and Keurig Dr Pepper Inc., please visit: www.lpclex.com/canadadry. Plaintiff's Class Counsel shall post information regarding the settlement at www.lpclex.com/canadadry in the same format as the "Settlements" section of the firm website www.lpclex.com (which includes a single photographic image and summary of the terms of the settlement, which information and summary shall have to be agreed to by the parties acting reasonably and shall be consistent with the terms of this Settlement). Plaintiff's Class Counsel may publish the photograph contained in Annex 5 (the "**Photograph**"), without deviation, solely on the website www.lpclex.com/canadadry for either a period of

three (3) years after the date of this Settlement Agreement (the “**Publication Term**”). Plaintiff’s Class Counsel shall be required to remove the Photograph from the firm website and cease all publication of the Photograph after both (a) the Publication Term has ended and (b) Plaintiff’s Class Counsel has received written notice of the same from Defendants.

- (d) *Dissemination of the Press Release.* The Parties agree that the Press Release may be issued by Plaintiff’s Class Counsel to the media beginning on the date when the Claims Administrators’ Settlement Website is activated (but not before) and that a link to the Press Release may be posted by Plaintiff’s Class Counsel on its website at www.lpclex.com/canadadry. There will be no further press releases by Plaintiff’s Class Counsel unless agreed to by the Parties. Defendants may also issue their own separate press release in connection with the Settlement Agreement, but shall have no obligation to do so. In the event of any media requests (including from any journalists, or by any other persons inquiring by e-mail or through any social network or social media), in connection with the Settlement, the merits of the Claims, the issues raised in the Action or what is alleged or could have been alleged in the Action, the Parties and their attorneys agree that they shall: (a) respond by referring the person making the request to the contents of the Press Release, (b) that all responses and comments shall always be consistent with the agreed upon contents of the Press Release, (c) that neither the Parties nor their attorneys shall make any comments whatsoever concerning the merits of the Claims, the issues raised in the Action, or what is alleged or could have been alleged in the Action, and (d) that any comments made to the media will be to promote the virtues of this

Settlement. For further clarity, the Representative Plaintiff and Class Counsel agree that the only message that they shall convey to the media or in response to any media inquiries shall be that a settlement was reached on an without prejudice and without admission basis, that in the opinion of the Representative Plaintiff and Class Counsel it is a fair and reasonable settlement and that class members are encouraged to register and claim compensation under the terms of the settlement.

- (e) *Non-Disparagement.* Representative Plaintiff and Plaintiff's Class Counsel shall not disparage Defendants or any of their products (including without limitation the Soft Drinks) at any time in any format and Defendants shall not disparage Representative Plaintiff or Plaintiff Class Counsel.
- (f) *Other.* Representative Plaintiff and Plaintiff's Class Counsel shall otherwise comply with and perform all of the terms, conditions and obligations required of them, respectively, under this Settlement Agreement. Furthermore, neither Plaintiff nor Plaintiff's Class Counsel, nor Mtre. Joey Zukran, in each case directly or indirectly, shall in any way participate or contribute in any future litigation in connection with any Claims or with anything that was alleged or that could have been alleged in the Action.

D. Obligations of Claims Administrator.

- (a) *Publication of Pre-Approval Settlement Notice.* The Claims Administrator shall publish for the Settlement Class the Pre-Approval Settlement Notice, as set forth below:

- (1) The Pre-Approval Settlement Notice (Annex 1), together with a copy of this Settlement Agreement must be published on a separate website (in English and French) not linked to either of the Parties or their legal counsel (including without limitation Plaintiff's Class Counsel) at the following URL: www.canadadrysettlement.ca (the "**Settlement Website**"). The Pre-Approval Settlement Notice and Settlement Agreement will remain posted on that website until ninety (90) days after the date that Settlement Benefits have been transmitted by the Claims Administrator to Settlement Class Members or until this Settlement Agreement is terminated by its terms, whichever is earlier.
- (2) The Claims Administrator shall cause a short form version of the Pre-Approval Settlement Notice (in form and substance substantially similar to that attached hereto as Annex 1A) to be published on the Settlement Website. Plaintiff's Class counsel shall also disseminate this notice to the major provincial media outlets along with the Press Release or by email.
- (3) The Claims Administrator will also email a short form version of the Pre-Approval Settlement Notice (in form and substance substantially similar to that attached hereto as Annex 1A) to each of the potential Class Members that have registered on Class Counsel's website (www.lpclex.com/canadadry) up until the date of the Notice Approval Order, within thirty (30) days of the judgment ordering such notice or by the date fixed by the Court for the sending of such a notice.

- (4) Plaintiff's Class Counsel may continuously post a link to the Pre-Approval Settlement Notice website on their firm website, beginning on the date that the Pre-Approval Settlement Notice is published pursuant to Section D(a)(1) above. Other than the image contained in Annex 5, Plaintiff's Class Counsel shall not copy or publish any Defendants' intellectual property or images of the Soft Drinks or other products, except as permitted in writing by Defendants.
- (b) *Publication of Final Settlement Notice.* Within fifteen (15) days after the Settlement Approval Order is entered, the Claims Administrator shall (1) post the Final Settlement Notice on the same website upon which the Pre-Approval Settlement Notice was published, and (2) communicate the Final Settlement Notice by email to Settlement Class Members who shall have previously provided their email address to the Claims Administrator through the Settlement Website after the Pre-Approval Settlement Notice is approved.
- (c) *No Notice Required Following Change of Settlement Benefits.* The Parties also agree that, if the Settlement Benefits available to Settlement Class Members change in a manner which does not adversely effect the rights of such Settlement Class Members (for example but without limitation, an extension of the time for making claims, a change in the average payment to Settlement Class Members, etc.) the Claims Administrator does not need to publish, or otherwise deliver to Settlement Class Members, a new notice, except that the Claims Administrator will update the Settlement Notice website in the event of any material change to the Settlement Benefits.

- (d) *No Notice Required Following Change of Settlement Approval Order hearing.* The Parties also agree that the date and time of the settlement approval order hearing shall be set forth in the Pre-Approval Settlement Notice, but may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website <https://www.lpclex.com/canadadry/> and the Settlement Website.
- (e) *Payment of Settlement Benefits.* Within forty (40) days after the later of the Effective Date and the Claim Form Due Date, the Claims Administrator shall pay an amount to each valid claimant equal to: (i) the amount remaining from the Total Settlement Cap after deducting all applicable fees, disbursements, costs, expenses and taxes including (1) all of the Claims Administrator Expenses, (2) Class Counsel Fees in the amount approved by the Court, (3) the Fonds Disbursement, (4) the Fonds Levy, (5) the Representative Plaintiff's disbursements and honorarium of up to CAD \$5,000, if approved by the Court; divided by (ii) the number of valid claims; provided that every such payment shall be equal in amount and no Settlement Class Member may receive more than seven dollars and fifty cents (CAD \$7.50), no matter the number of total claims made nor the number of Claim Forms that such Settlement Class Member submits, it being understood and agreed that each Settlement Class Member shall be limited to one claim. The Claims Administrator shall monitor transmittal and cashing/redeeming of the Settlement Benefits by the applicable Settlement Class Members, and withdraw any payment not timely cashed by any such Settlement Class Members pursuant to Section III.B(b) hereof.

- (f) *Representative Plaintiff's Disbursements.* The Parties agree that the Representative Plaintiff shall apply to the Court to request a payment for disbursements of \$500, subject to Court approval. The disbursement amount of \$500 shall be paid by the Claims Administrator to Class Counsel within ten (10) business days after the Effective Date by way of a certified cheque or bank draft made payable to David Zouzout.
- (g) *Representative Plaintiff's Honorarium.* The Parties agree that the Representative Plaintiff shall have the right to apply for an honorarium of \$4,500, subject to Court approval. The honorarium payment is based on equitable principles in connection with the Representative Plaintiff's time and efforts relating to the bringing and prosecution of the Action and the negotiation and implementation of the Settlement. The Parties agree that the application for said honorarium amount of \$4,500 will be adjourned until the Supreme Court of Canada rules on the application pending before it in *Attar v. Fonds d'aide aux actions collectives* (file no. 39057) and should the Supreme Court refuse said application it is agreed that the \$4,500 shall be paid to a charity of the Representative Plaintiff's choice and approved by the Court. In either case, the honorarium amount of \$4,500 shall be paid by the Claims Administrator to Class Counsel within ten (10) business days after the Court's judgment on same by way of a certified cheque or bank draft made payable to either the charity or the Representative Plaintiff, as the case may be.
- (h) *Unused Remainder of Total Settlement Cap.* If applicable, any remaining portion of the Total Settlement Cap after payment of all amounts described in this Section III, shall remain with the Defendants, as applicable, and the Defendants shall have

no obligation to pay such remainder to anyone under this Settlement Agreement, any Court Order or otherwise, and there shall be no *cy-près* award (other than a maximum of \$5000 of Representative Plaintiff's disbursements and honorarium if not approved by the Court).

- (i) *Closing Report to the Court.* As part of its mandate, the Claims Administrator shall produce a Closing Report to the Parties to be filed into the Court record as an exhibit to an application by the Parties detailing the acts of its administration and the results of the settlement, including the numbers of claims, and accounting for all amounts paid pursuant to this Settlement Agreement, and seeking an Order from the Court closing the case and definitively terminating the Action. This Closing Report shall be produced by the Claims Administrator within at the very latest thirty (30) days after the Claims Administrator has distributed the Settlement Benefits to persons having submitted valid claims.
- (j) *Other.* The Claims Administrator shall otherwise comply with and perform all of the terms, conditions and obligations required of it under this Settlement Agreement.

E. ***Defendants and Plaintiff's Class Counsel not Responsible or Liable for Claims Administration or Acts of Claims Administrator.*** Defendants and Plaintiff's Class Counsel shall not have any responsibility, liability or financial obligation whatsoever with respect to the investment, distribution or administration of monies paid to the Claims Administrator pursuant to this Settlement Agreement. More generally, Defendants and Plaintiff's Class Counsel shall have no responsibility for and no liability whatsoever with respect to the administration of this Settlement Agreement, or for any mismanagement,

negligence or malfeasance committed by the Claims Administrator appointed by the Court or any other Party. The Parties agree that the inclusion of this provision in the Settlement Approval Order issued by the Court is a condition of settlement.

F. **Opt Out List.** Following the deadline established by the Court in the Notice Approval Order for potential Settlement Class Members to opt out of the Settlement Class, the Parties may request from the clerk of the Court a complete list of all Opt Outs that have been received by the Court (the “**Opt Out List**”). If the number of Opt Outs exceeds one hundred (100), then Defendants may in their sole and absolute discretion withdraw from, and unilaterally terminate, this Settlement Agreement by: (i) filing with the Court a notice of withdrawal (the “**Opt Out Withdrawal Notice**”) within forty-five (45) days after Defendants’ receipt of the Opt Out List; and (ii) serving, or causing to be served, on Plaintiff’s Class Counsel the Opt Out Withdrawal Notice. For the avoidance of doubt, Plaintiff and/or Plaintiff’s Class Counsel do not have any right or option to withdraw from this Settlement Agreement based on the number of Opt Outs. The Parties agree that the date for the Settlement Approval Order hearing should be subsequent to the expiry of the time for filing by Defendants of the Opt Out Withdrawal Notice. The Parties shall jointly request the Court to schedule the hearing accordingly.

G. **Nature of Settlement Benefits.** This Agreement is reached on the basis that the Settlement, including without limitation the amount of the Settlement Benefits, does not contemplate or represent a refund of the price of product purchased by Settlement Class Members and does not attract any sales tax (including G.S.T., P.S.T., H.S.T., and similar forms of taxation), or domestic or international duty, duties, levy, or levies.

H. **Conditional Nature of Settlement.**

(a) *Final Settlement Approval Order.* This Settlement Agreement is conditioned upon

the Settlement Approval Order becoming Final. If the Settlement Approval Order is reversed or vacated, then either party may, in its sole and absolute discretion, withdraw from, and unilaterally terminate, this Settlement Agreement, by filing a Withdrawal Notice within thirty (30) business days after the vacating of the Order.

- (b) *Form of Settlement Approval Order.* This Settlement Agreement is conditioned upon the Settlement Approval Order conforming to the terms and conditions contemplated by this Settlement Agreement. If the Settlement Approval Order is modified in any manner that limits the scope of releases given to the Released Parties as provided in this Settlement Agreement, or if any order of the Court, including without limitation the Orders, imposes any obligation(s) on Defendants that are materially different from those stated and described herein, then Defendants may, in their sole and absolute discretion, withdraw from, and unilaterally terminate, this Settlement Agreement, by filing a Withdrawal Notice within thirty (30) business days after the Court's delivery of such order, and serving the same on Plaintiff's Class Counsel.
- (c) *Restoration of Prior Positions Following Settlement Failure.* If this Settlement Agreement is terminated in accordance with its terms, the Parties will be restored to their prior respective positions. The terms and provisions of this Settlement Agreement shall at that time have no further force and effect with respect to the Parties and shall not be used in any action or proceeding for any purpose. Any order of the Court, including without limitation the Orders, not entered in accordance with the terms of this Settlement Agreement shall be treated as null, vacated and of no effect, *nunc pro tunc*.

IV. CONDITIONAL AUTHORIZATION OF CLASS ACTION FOR SETTLEMENT PURPOSES ONLY

A. For settlement purposes only, the Parties shall jointly request that the Court make findings and enter an order granting conditional authorization of the class action and Settlement Class, preliminary approval of the Settlement, and appointing David Zouzout as Representative Plaintiff of the Settlement Class.

B. Defendants do not consent to such authorization for any purpose other than to effectuate the settlement of the Action. If this Settlement Agreement is terminated pursuant to its terms, the order authorizing class action and the Settlement Class and all preliminary and/or Final findings regarding the Court's class action authorization order shall be vacated upon notice to the Court by Defendants of the termination of this Settlement Agreement, and the Action shall proceed as though the class action and Settlement Class had never been authorized and such findings had never been made, without prejudice to the ability of any Party thereafter to request or oppose authorization on any basis.

V. ORDERS AND NOTICES

A. **Notice Approval Order.** Promptly following the execution of this Settlement Agreement, the Parties shall jointly file an application before the Court to authorize the class action for settlement purposes only, to appoint the Plaintiff as Representative Plaintiff of the class, to obtain the Notice Approval Order and to appoint the Claims Administrator.

B. **Application for Settlement Approval Order.** Following the entry of the Notice Approval Order, and after the expiry of the time to serve and file an objection or Opt Out Withdrawal Notice (as defined herein), the Parties shall jointly file an application before the Court to obtain the Settlement Approval Order, and request that the Court:

- (a) declare that this Settlement Agreement is fair, reasonable, and in the best interests of all Class Members;
- (b) approve this Settlement Agreement and order the Parties and the Settlement Class Members to comply with it;
- (c) order that the Final Settlement Notice be (1) posted on the same website upon which the Pre-Approval Settlement Notice was published; and (2) communicated by email from the Claims Administrator to Settlement Class Members who have previously provided their email address to the Claims Administrator pursuant to the Pre-Approval Settlement Notice as provided for in this Settlement Agreement; and
- (d) declare that the Action is settled out of Court.

C. **Form and Content of Orders and Notices.** It is a fundamental term of this Settlement Agreement that Plaintiff and Defendants must agree on the form and content of both Orders and Notices and that the issued Orders and published Notices must be consistent with the terms of this Settlement Agreement. The form and content of the Orders and Notices are material terms of this Settlement Agreement, and if the Court fails to approve the form and content of the Orders and Notices substantially in the forms submitted to the Court, then Defendants may unilaterally terminate this Settlement Agreement in their sole and absolute discretion by filing a Withdrawal Notice and serving the same on Plaintiff's Class Counsel.

VI. **RELEASES**

A. In accordance with the provisions of the Settlement Approval Order, for good and sufficient consideration, the receipt of which is hereby acknowledged, on the Effective Date, Plaintiff and

each Settlement Class Member, by operation of the Settlement Approval Order shall have fully, finally, and forever released, relinquished and discharged each and all of the Released Claims against each and all of the Released Parties. Furthermore, in exchange for extinguishing his personal claim, the Representative Plaintiff, Class Counsel and Mtre. Joey Zukran agree and undertake that they shall not attempt to institute any future legal action, directly or indirectly, or otherwise participate, collaborate or in any way contribute or assist anyone else in any instituting or prosecuting any future legal action relating to the “Made From Real Ginger” or “Fait à Partir de Vrai Gingembre” representations, or to any of the facts alleged or that could have been alleged, or to anything that could be a direct or indirect consequence of the facts alleged, in the Action.

VII. CLASS COUNSEL’S FEES AND DISBURSEMENTS

A. By application presented for adjudication at the same time as the Application for the Settlement Approval Order or subsequent thereto, Class Counsel may seek approval of the Class Counsel Fees in the agreed upon amount of CAD \$195,000 plus GST and QST for its extrajudicial fees and \$15,000 plus GST and QST for disbursements and expenses. Within ten (10) days the Defendants will deposit these the amounts trust into an interest-bearing financial instrument (such as a GIC) held by Defendants’ Counsel, at a recognized Canadian banking institution. Within five (5) business days of such deposit, Defendants’ Counsel will provide Class Counsel with notice of such investment. Payment of such amounts shall be remitted to Class Counsel by Woods LLP, together with all interest accrued on such amount while held in trust by Woods LLP, within ten (10) business days after the Effective Date, or such other date thereafter as mutually agreed upon by Woods LLP and Class Counsel, the whole as full and final compensation for Class Counsel’s Fees and disbursements. If the Settlement is not effectuated or in the event either this Settlement Agreement or the total amount of Class Counsel Fees is not approved by the

Court, the deposited funds or the unapproved portion thereof and all interest thereon shall be returned no more than five (5) business days later to the Defendants.

B. Class Counsel Fees and disbursements ultimately awarded by the Court will be applied against the Total Settlement Cap, and Defendants' total payment obligations pursuant to this Settlement Agreement or in execution thereof shall never in the aggregate exceed the Total Settlement Cap.

C. The Settlement Agreement is in no way conditional upon the approval of Class Counsel Fees. Any order or proceeding relating to the application for approval of Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate, cancel or change the terms of this Agreement.

D. Defendants will not contest the application for Class Counsel Fees.

VIII. COSTS OF NOTICE AND ADMINISTRATION

A. All costs of dissemination of any notice to the Settlement Class in accordance with the terms of this Settlement Agreement, together with all costs of administration of the Settlement Benefits Claims Process and any and all other expenses incurred by the Claims Administrator in the execution of its obligations under this Settlement Agreement shall be paid by Defendants and shall be applied against the Total Settlement Cap, and Defendants' total payment obligations pursuant to this Settlement Agreement or in execution thereof shall never in the aggregate exceed the Total Settlement Cap.

B. The Parties may monitor the fulfillment and payment of Settlement Benefits to Settlement Class Members and, pursuant to the terms and conditions included in this Settlement Agreement, may act on behalf of Settlement Class Members to assist in their receipt of the Settlement Benefits.

IX. OTHER PROVISIONS

A. **Further Assurances; Enforcement.** Upon execution of this Settlement Agreement, the Parties agree to act in good faith, cooperate and use all reasonable efforts to achieve approval of the Settlement in accordance with the terms of this Settlement Agreement, and to implement the Settlement and comply with, confirm the basis for and effectuate the terms of this Settlement Agreement. Nothing in this Section shall preclude any Party from using this Settlement Agreement, the Orders, or any act performed or document executed pursuant thereto in a proceeding to consummate, monitor or enforce this Settlement Agreement or the terms of the Settlement or the Orders.

B. **Nature of Settlement Discussions.** Whether the Effective Date does or does not occur, this Settlement Agreement, all discussions, negotiations and papers related to it, and any proceedings in connection with the Settlement are not and shall not be construed as evidence of an admission or concession of wrongdoing or liability by Defendants or any other Released Party as to any claim or allegation asserted in the Action. The Parties agree that the terms of this Settlement Agreement were not based solely on the amount of consideration to be paid, but were based on: (i) vigorous arm's-length negotiations between counsel for the Parties; (ii) the assessment of the signatories to this Settlement Agreement of the strengths and weaknesses of the Claims, as asserted in the Action, based on the various claims asserted or which could be asserted; and (iii) the expense and risks of ongoing litigation. Moreover, the amount of Damages that Plaintiff could prove is a matter of serious and genuine dispute, and the terms of the Settlement do not constitute a finding, admission or concession with respect to the measure of Damages that could be proved at trial. At all times during the course of this litigation, Defendants have denied and continue to deny any liability or wrongdoing to Plaintiff and the Settlement Class, and have denied and continue to deny that Plaintiff or anyone within the Settlement Class were damaged by any alleged wrongful conduct, or that, even if damaged, any compensable damages could be measured or

recovered. The Parties agree that, to the fullest extent permitted by law, neither this Settlement Agreement nor the fact of the Settlement, nor any act performed nor document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of: (1) the validity of any claim of any Settlement Class Member, or (2) any wrongdoing, fault, omission, or liability of Defendants in any proceeding in any court, administrative agency or other tribunal.

C. **Annexes.** All of the Annexes to this Settlement Agreement are material and integral parts hereof.

D. **Duly Authorized.** The undersigned signatories represent that they are fully authorized to execute and enter into the terms and conditions of this Settlement Agreement on behalf of the respective persons or entities for whom they have signed this Settlement Agreement.

E. **Entire Agreement.** This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Settlement Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties. All provisions of this Settlement Agreement are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties hereto, including Plaintiff and any Settlement Class Member (including without limitation Objectors).

F. **Amendments.** This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all affected Parties or their successors-in-interest.

G. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties (including without limitation Plaintiff's Class Counsel) to this Settlement Agreement shall exchange among themselves copies of the original signed counterparts, and jointly file a complete set of original signed counterparts with the Court.

H. **Jurisdiction.** The Parties submit to the jurisdiction of the Court, and agree that the Court shall have exclusive and continuing jurisdiction over the Parties for all purposes relating to the implementation, effectuation, interpretation, administration, monitoring and enforcement of this Settlement Agreement and all provisions thereof with respect to all Parties hereto and all beneficiaries hereof, including Plaintiff, Plaintiff's Class Counsel, Defendants, Settlement Class Members and Released Parties. Any and all disputes, requests or petitions regarding or arising out of the enforcement, construction, administration or interpretation of this Settlement Agreement, any provisions of this Settlement Agreement or the Orders (or any other order of the Court), must be made, if at all, by application to the Court, which shall apply the laws of the Province of Quebec.

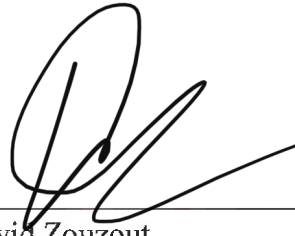
I. **French Language.** A French version of this Settlement Agreement and annexes will be made available and both the French and the English versions will have legal standing; however, in the event of any discrepancy between the French and English versions of this Settlement Agreement and annexes, the English version shall predominate. All translation costs shall be borne by the Defendants and shall be deducted from the Total Settlement Cap.

J. **Civil Code.** The Parties acknowledge that this Settlement Agreement constitutes a transaction within the meaning of article 2631 *Quebec Civil Code*, and the Settlement Class Members waive any recourse for annulment of this Settlement in case of mistake of fact or law, any errors of

calculation and any aggravation of any and all damages of any nature whatsoever in connection with any Released Claims.

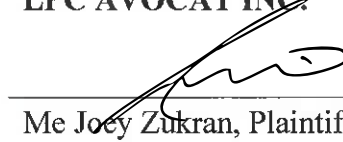
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DATED: November 12 2020



David Zouzout
Representative Plaintiff

LPC AVOCAT INC.



Me Joey Zukran, Plaintiff's Class Counsel

KEURIG DR PEPPER INC.



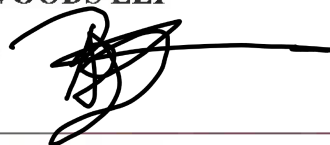
Jim Baldwin
Chief Legal Officer & General Counsel

CANADA DRY MOTT'S INC.



Jim Baldwin
Chief Legal Officer & General Counsel

WOODS LLP



Me Bogdan Catanu
Attorneys for Keurig Dr Pepper Inc. and
Canada Dry Mott's Inc.

Annex 1

Long Form Pre-Approval Settlement Notice

PRE-APPROVAL NOTICE

Canada Dry Settlement Program in Quebec

NOTICE OF COURT HEARING ON [INSERT DATE] CONCERNING THE APPROVAL OF A CLASS ACTION SETTLEMENT AGREEMENT IN THE CASE OF *ZOUZOUT v. CANADA DRY MOTT'S INC. AND KEURIG DR PEPPER INC.* QUEBEC SUPERIOR COURT 500-06-000968-194

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

THE SETTLEMENT CLASS:

A proposed settlement has been reached with respect to the class action commenced by a Quebec consumer (the “Plaintiff”) against Canada Dry Mott’s Inc. and Keurig Dr Pepper Inc. (collectively referred to as “Defendants”) before the Superior Court of Quebec for the judicial district of Montreal (the “Court”) under docket number 500-06-000968-194 (the “Action”) on behalf of the Settlement Class defined in the parties’ Settlement Agreement as:

All consumers who purchased in Quebec any Canada Dry Ginger Ale product marketed as “Made from Real Ginger” or “Fait à partir de vrai gingembre” at any time between January 14, 2016 and until November 11, 2020) (the “Class Period”).

If you would like to exclude yourself from the class action, then you must timely and validly request exclusion (i.e. “opt out”) as described in this Notice.

SUMMARY:

Plaintiff alleges that Defendants used or published certain labelling and advertising material that contained false or misleading information relating to the ingredients in Canada Dry Ginger Ale soft drinks. Defendants completely deny any and all wrongdoing or liability. Plaintiff and Defendants negotiated and ultimately agreed to the proposed settlement in order to avoid the burdens and expense of the lawsuit, and the risk and uncertainty of litigation.

Members of the Settlement Class who do not opt out may qualify for compensation under the proposed settlement.

Plaintiff and Class Counsel believe that the settlement is in the best interest of the Settlement Class.

As part of the settlement process, the Class Action will be authorized by the Court for settlement purposes only.

The settlement is ultimately subject to the Court's approval. Compensation will only be issued if the Court grants final approval to the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

WHAT THE SETTLEMENT PROVIDES:

Defendants have agreed to make available the total amount of \$650,000 (the "Total Settlement Cap") to settle the Action. If the proposed settlement is approved, the amount of the Total Settlement Cap will be made available by Defendants to: (a) compensate Settlement Class Members who timely submit valid Claim Forms; (b) pay all costs and expenses related to the settlement including without limitation the costs of the Claims Administrator (as defined in the Settlement Agreement) and Plaintiff's Class Counsel's fees (\$195,000 plus taxes) and disbursements (\$15,000 plus taxes), subject to the Court's approval; (c) reimburse the Fonds Disbursement (\$30,830.50); and (d) pay the Plaintiff's disbursement and honorarium of up to \$5,000, subject to the Court's approval.

Only Settlement Class Members may qualify to receive compensation under the proposed settlement as described in this Notice.

HOW TO QUALIFY FOR COMPENSATION:

Settlement Class Members will be able to submit claims for compensation online for a period of thirty (30) calendar days (the "Claims Period") until the Claim Form Due Date (to be determined by the Court). **To participate, you must sign up to receive notice of the Claims Period by submitting your e-mail address on the Settlement Web Site www.canadadrysettlement.ca by no later than the 5:00 PM Eastern on • [30 days after publication of Notice and issuance of Press Release].** The Claims Administrator will send an e-mail to the e-mail address you provide alerting you that the Claims Period is open and advising you of the Claim Form Due Date.

To qualify for compensation, a Settlement Class Member will be required to: solemnly declare under penalty of perjury that he/she purchased no less than five (5) Canada Dry Ginger Ale soft drinks in Quebec between January 14, 2016 and November 11, 2020 and sign and timely submit within the Claims Period a valid and complete Claim Form, attesting under penalty of perjury where and approximately when he/she purchased no less than five (5) Canada Dry Ginger Ale soft drinks in Quebec between January 14, 2016 and November 11, 2020. Each Settlement Class Member may submit only one (1) Claim Form. Each Settlement Class Member who timely submits a valid Claim Form will receive payment from the Claims Administrator appointed by the Court of an equal amount **up to a maximum of \$7.50 per Settlement Class Member**. Under the terms of the settlement, certain conditions may lead to Settlement Class Members with valid claims receiving less than this amount. For example, the compensation available to Settlement Class Members will be reduced proportionately among all Settlement Class Members with valid claims if the total amount of eligible claims exceeds the Total Settlement Cap minus the costs and expenses of the settlement described in the Settlement Agreement, and summarized in (b), (c) and (d) above.

In order to receive any compensation from the settlement, a Settlement Class Member must have a valid e-mail address and a bank account capable of receiving payments via Interac e-transfer, as e-transfer is the only method through which compensation will be sent. Compensation can only be collected for a period of thirty (30) days after the e-transfer is sent.

SETTLEMENT APPROVAL:

Approval

An application to approve the settlement will be heard by the Court on **●, 2020 at ● pm in room ●**. The date and time of the settlement approval hearing may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lpclex.com/canadadry and on the Settlement Website www.canadadrysettlement.ca.

If the proposed settlement is approved, it will be binding on the Settlement Class except those who timely and properly opt out. If you opt out, you will not be eligible to receive any compensation from the settlement but you will retain the right to sue on an individual basis in relation to the Released Claims. Settlement Class Members who do not opt out will be subject to the releases in the Settlement Agreement regardless of whether or not they submit a Claim Form or ultimately receive any compensation from the settlement.

Class Members have the right to seek intervenor status in the class action, and no class member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action.

OPT OUTS AND OBJECTIONS:

Opt Out

If you do not wish to be part of the Class Action and bound by the Settlement Agreement, you may opt out of the Settlement Class by **5pm Eastern on [30 days after publication of Notice and issuance of Press Release]** (the "Opt Out Period") by informing the clerk of the Court of your choice to opt out. Any attempt to opt out after this time will not be valid. If you opt out of the class action, you will not be eligible to receive any compensation from the settlement but you will retain the right to sue on an individual basis in relation to the Released Claims. Your signed request of exclusion must contain all of the following information:

1. The name and Court docket number of this case, which is: *Zouzout v. Canada Dry Mott's Inc. and Keurig Dr Pepper Inc.* (500-06-000968-194);
2. Your name, address, phone number(s) and email address; and
3. Specific confirmation that you wish to exclude yourself (opt out) of the *Class Action against Canada Dry* and the *Canada Dry Settlement Agreement*.

The request for exclusion (opt out) must be sent by mail to the Court at the following address:

TO: Greffe de la Cour supérieure du Québec

PALAIS DE JUSTICE DE
MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montréal (Québec) H2Y 1B5

If you do not timely and properly opt out of the class action within the Opt Out Period, you will irrevocably be bound by all the terms and conditions of the Settlement Agreement in the event it is approved by the Court.

Objections

So long as you do not opt out, you may object to the settlement by explaining to the Court that you think the proposed settlement terms are unfair. Those who object to the settlement will remain part of the Settlement Class and will lose any right to sue in relation to the Released Claims.

If you wish to object to the proposed settlement, you must send a written notice of objection to class counsel by e-mail to JZUKRAN@LPCLEX.COM by no later than **5 pm Eastern on [30 days after publication of Notice and issuance of Press Release]**. Any attempt to object after this time will not be valid. Your written objection should include: (a) your name, address, e-mail address and telephone number; (b) a brief statement of the reasons for your objection; and (c) whether you plan to attend the hearing in person or through a lawyer, and if by lawyer, the name, address, e-mail address and telephone number of the lawyer.

Settlement Class Members who do not oppose the proposed settlement need not appear at the settlement approval hearing or take any other action at this time.

FURTHER INFORMATION:

A complete copy of the Settlement Agreement, and detailed information on how to file a Claim Form are available on the following Settlement Web Site: www.canadadrysettlement.ca.

The law firm representing the Plaintiff and the Settlement Class is the following:

Mtre Joey Zukran
LPC Avocat Inc.
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Phone: 514.379.1572
Fax: 514.221.4441
E-mail: jzukran@lpclex.com

The law firm representing Defendants is the following:

Bogdan Catanu
Woods LLP

2000 McGill College Avenue
Montreal, Quebec, H3A 3H3
Fax: 514.284.2046
E-mail: bcatanu@woods.qc.ca

The Claims Administrator is: [TO BE INSERTED ONCE APPOINTED BY THE COURT]

DEFENDANTS ARE NOT RESPONSIBLE FOR THE ADMINISTRATION OF THE SETTLEMENT OR THE DISTRIBUTION OF THE AMOUNTS MADE AVAILABLE UNDER THE TOTAL SETTLEMENT CAP. PLEASE CONTACT CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR – NOT THE COURT OR DEFENDANTS’ COUNSEL – FOR FURTHER INFORMATION. YOUR NAME AND ANY INFORMATION PROVIDED TO CLASS COUNSEL WILL BE KEPT CONFIDENTIAL.

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

This notice has been approved by the Court.

Annex 1A

Short Form Pre-Approval Settlement Notice

CANADA DRY SETTLEMENT PROGRAM
NOTICE OF SETTLEMENT APPROVAL HEARING
 Superior Court of Quebec File #500-06-000968-194

A proposed Quebec settlement (the “Settlement”) has been reached with respect to a class action lawsuit commenced against Canada Dry Mott’s Inc. and Keurig Dr Pepper Inc. (collectively, “Defendants”). The lawsuit alleges that Defendants’ advertising, labeling, and marketing materials regarding the ingredients in Canada Dry Ginger Ale soft drinks were improper. Defendants deny any wrongdoing or liability. **If you are a Settlement Class Member (defined below), you may qualify for compensation under the Settlement.** The Court will have a hearing on **(DATE)** to decide whether to approve the Settlement before any money is paid.

Am I a Settlement Class Member? You are a Settlement Class Member if at any time between January 14, 2016 to November 11, 2020 (the “Class Period”) you purchased five or more Canada Dry Ginger Ale soft drinks in Quebec during the Class Period, unless you exercised your right to opt out of the class action or if you are one of the Released Parties.

What Does the Settlement Provide? If the Settlement is approved, Defendants agree to make available the total amount of \$650,000 (the “Total Settlement Cap”) to be used to: a) compensate Settlement Class Members who timely submit valid Claim Forms; (b) pay all costs and expenses related to the settlement including without limitation the costs of the Claims Administrator (as defined in the Settlement Agreement) and Plaintiff’s Class Counsel’s fees (\$195,000 plus taxes) and disbursements (\$15,000 plus taxes), subject to the Court’s approval; (c) reimburse the Fonds Disbursement (\$30,830.50); and (d) pay the Plaintiff’s disbursement and honorarium of up to \$5,000, subject to the Court’s approval. Settlement Class Members who submit a valid and timely Claim Form may receive compensation (in the form of an Interac e-Transfer) of **up to \$7.50 per Settlement Class Member**. Under the terms of the settlement, certain conditions may lead to Settlement Class Members with valid claims receiving less than this amount. For example, the compensation available will be reduced proportionately among all Settlement Class Members with valid claims if the total amount of eligible claims exceeds the Total Settlement Cap minus the costs and expenses of the settlement. In order to receive compensation from the Settlement, Settlement Class Members must have a valid e-mail address and a bank account capable of receiving payments via Interac e-Transfer.

What Are My Options? If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Class. You may make a claim for compensation if the Settlement is approved and you will lose any right to sue in relation to the released claims described in the Settlement Agreement.

How Do I Claim Compensation? If you are a Settlement Class Member, to ask for compensation, you must:

(1) provide your e-mail address at www.canadadrysettlement.ca by 5 pm Eastern on [30 days after publication of Notice and issuance of Press Release]; and

(2) complete and submit an online Claim Form by the Claim Form Due Date (to be determined by the Court following the approval hearing) attesting to its contents under penalty of perjury.

If you do not wish to participate in the Settlement, you may opt out by 5 pm Eastern on [30 days after publication of Notice and issuance of Press Release], or you may stay in the Settlement Class and object to the Settlement by 5 pm Eastern on [30 days after publication of Notice and issuance of Press Release], in accordance with the procedures described in the Settlement Agreement and Long Form Pre-Approval Notice available on the Settlement Website.

Who Should I Contact for Information? For more information about the Settlement, visit www.canadadrysettlement.ca or contact the Claims Administrator (1-888-684-7379) or Class Counsel: Mtre Joey Zukran, LPC Avocat Inc. (514-379-1572, JZUKRAN@LPCLEX.COM).

This is only a summary notice. You may view the complete Pre-Approval Notice and Settlement Agreement at www.canadadrysettlement.ca
This notice has been approved by the Court.

Annexe 1**Version longue de l'avis préalable à l'approbation du règlement****AVIS PRÉALABLE À L'APPROBATION DU RÈGLEMENT****Programme de règlement concernant la boisson Canada Dry au Québec**

**AVIS D'AUDIENCE DU TRIBUNAL LE [INSÉRER LA DATE] CONCERNANT
L'APPROBATION D'UNE ENTENTE DE RÈGLEMENT RELATIVE À UNE ACTION
COLLECTIVE DANS L'AFFAIRE *ZOUZOUT c. CANADA DRY MOTT'S INC. ET
KEURIG DR PEPPER INC.***

DOSSIER N° 500-06-000968-194 DE LA COUR SUPÉRIEURE DU QUÉBEC

**VEUILLEZ LIRE LE PRÉSENT AVIS ATTENTIVEMENT, CAR IL POURRAIT AVOIR
UNE INCIDENCE SUR VOS DROITS**

GROUPE VISÉ PAR LE RÈGLEMENT:

Un projet de règlement a été conclu à l'égard de l'action collective intentée par un consommateur québécois (le « Demandeur ») contre Canada Dry Mott's inc. et Keurig Dr Pepper inc. (collectivement appelées les « Défenderesses ») devant la Cour supérieure du Québec, district judiciaire de Montréal (le « Tribunal ») sous le numéro de dossier 500-06-000968-194 (l'« Action ») pour le compte du Groupe visé par le règlement défini comme suit dans l'Entente de règlement:

Tous les consommateurs ayant acheté au Québec un produit de soda gingembre Canada Dry commercialisé comme étant « Made From Real Ginger » ou « Fait à partir de vrai gingembre » à un moment quelconque entre le 14 janvier 2016 et le 11 novembre 2020 (la « Période visée »).

Si vous désirez vous exclure de l'action collective, vous devez présenter en temps opportun une demande valide en ce sens comme il est indiqué dans le présent Avis.

SOMMAIRE:

Le Demandeur allègue que les Défenderesses ont utilisé ou publié du matériel d'étiquetage et du matériel publicitaire contenant des renseignements faux ou trompeurs concernant les ingrédients dans les boissons gazeuses soda gingembre de Canada Dry. Les Défenderesses nient catégoriquement tout acte répréhensible ou toute responsabilité. Le Demandeur et les Défenderesses ont négocié et finalement accepté le projet de règlement afin d'éviter le fardeau et les coûts de la poursuite ainsi que le risque et l'incertitude associés au litige.

Les membres du Groupe visé par le règlement qui ne se sont pas exclus pourraient avoir droit à une indemnité dans le cadre du projet de règlement.

Le Demandeur et les Avocats du groupe estiment que le règlement est dans l'intérêt du Groupe visé par le règlement.

Dans le cadre du processus de règlement, l'action collective sera autorisée par le Tribunal aux seules fins du règlement.

Le règlement doit, en dernier ressort, être approuvé par le Tribunal. Les indemnités seront versées seulement si le Tribunal donne son approbation définitive au règlement et après que les délais d'appel auront expiré et que les appels auront été tranchés, s'il y a lieu. Nous vous invitons à faire preuve de patience.

MODALITÉS DU RÈGLEMENT :

Les Défenderesses ont accepté de rendre disponible la somme totale de \$650,000 (la « Somme maximale de règlement ») pour régler l'Action. Si le projet de règlement est approuvé, la Somme maximale de règlement sera rendue disponible pour : (a) indemniser les Membres du Groupe visé par le règlement qui déposent en temps opportun des Formulaires de réclamation valides; b) payer tous les frais liés au règlement, y compris, sans limitation, les frais de l'Administrateur des réclamations (au sens attribué à ce terme dans l'Entente de règlement) et les honoraires des Avocats du groupe du Demandeur (195 000 \$ plus les taxes applicables) et les débours (15 000 \$ plus les taxes applicables), sous réserve de l'approbation du Tribunal; (c) rembourser le Débours du Fonds (30 830,50 \$); et (d) verser au Demandeur ses débours et une rétribution de jusqu'à 5 000 \$, sous réserve de l'approbation du Tribunal.

Seuls les Membres du Groupe visé par le règlement pourraient avoir droit à une indemnité aux termes du projet de règlement comme il est indiqué dans le présent avis.

ADMISSIBILITÉ À UNE INDEMNITÉ :

Les Membres du Groupe visé par le règlement pourront présenter des demandes d'indemnisation pendant une période de trente (30) jours civils (la « Période de réclamation ») se terminant à la Date limite de présentation d'un Formulaire de réclamation (qui sera déterminée par le Tribunal). **Pour participer, vous devez vous inscrire afin de recevoir un avis relatif à la Période de réclamation en indiquant votre adresse électronique sur le Site Web du règlement, au www.canadadrysettlement.ca, au plus tard à 17 h, heure de l'Est, le [30 jours après la publication de l'Avis et émission du Communiqué de presse].** L'Administrateur des réclamations enverra un courriel à l'adresse électronique que vous aurez fournie pour vous aviser que la Période de réclamation est ouverte et vous informer de la Date limite de présentation d'un Formulaire de réclamation.

Pour avoir droit à une indemnité, un Membre du Groupe visé par le règlement devra : attester sous peine de parjure qu'il/elle a acheté pas moins de cinq (5) boissons gazeuses soda gingembre de Canada Dry au Québec entre le 14 janvier 2016 et le 11 novembre 2020 et signer et présenter en temps opportun à l'intérieur de la Période de réclamation un Formulaire de réclamation valide et complet, attestant sous peine de parjure où et approximativement quand il/elle a acheté au moins de cinq (5) boissons gazeuses soda gingembre de Canada Dry au Québec entre le 14 janvier 2016 et le 11 novembre 2020. Chaque Membre du Groupe visé par le règlement ne peut présenter qu'un (1) Formulaire de réclamation. Chaque Membre du Groupe visé par le règlement qui présente en temps opportun un Formulaire de réclamation

valide recevra de l'Administrateur des réclamations désigné par le Tribunal **un maximum de 7,50 \$ par Membre du Groupe visé par le règlement**. Selon les modalités du règlement, certaines conditions pourraient faire en sorte que les Membres du Groupe visé par le règlement ayant des réclamations valides reçoivent une somme inférieure à ce paiement. Par exemple, les Membres du Groupe visé par le règlement ayant des réclamations valides se verront offrir une indemnité réduite au prorata si le montant total des réclamations admissibles excède la Somme maximale de règlement moins les frais liés au règlement décrits dans l'Entente de règlement, lesquels sont résumés aux points (b), (c) et (d) qui précèdent.

Pour recevoir une indemnité dans le cadre du règlement, un Membre du Groupe visé par le règlement doit avoir une adresse électronique valide et un compte bancaire pouvant recevoir des paiements au moyen d'un virement de fonds par courriel Interac, car les indemnités ne seront envoyées que par ce moyen. L'indemnité peut être perçue seulement dans les trente (30) jours suivant le virement de fonds par courriel Interac.

APPROBATION DU RÈGLEMENT :

Approbaton

Une demande d'approbation de l'entente de règlement sera présentée devant le Tribunal le **• 2020, à •h, à la salle •**. La date et l'heure de l'audience sur l'approbation du règlement peuvent être reportées par le Tribunal sans autre avis publié aux Membres du Groupe, autre que l'avis qui sera affiché sur le site Web des Avocats du groupe www.lpclex.com/canadadry et sur le Site Web du règlement www.canadadrysettlement.ca.

Si le projet de règlement est approuvé, il liera le Groupe visé par le règlement, à l'exception de ceux qui s'en seront exclus en temps opportun et de façon appropriée. Si vous vous excluez, vous n'aurez pas droit à une indemnité dans le cadre du règlement, mais vous conserverez le droit d'intenter une poursuite sur une base individuelle relativement aux Réclamations quittancées. Les Membres du Groupe visé par le règlement qui ne se seront pas exclus seront assujettis aux quittances prévues dans l'Entente de règlement, qu'ils présentent ou non un Formulaire de réclamation ou qu'ils reçoivent ou non une indemnité dans le cadre du règlement

Les Membres du Groupe ont le droit de demander le statut d'intervenant dans l'action collective, et aucun membre du groupe autre que le Demandeur ou un intervenant ne peut être tenu de payer les frais de justice découlant de l'action collective.

EXCLUSIONS ET OPPOSITIONS :

Exclusions

Si vous ne souhaitez pas faire partie de l'Action collective et être lié par l'Entente de règlement, vous pouvez vous exclure du Groupe visé par le règlement avant **17 h, heure de l'Est, le [30 jours après la publication de l'Avis et émission du Communiqué de presse]** (la « Période d'exclusion ») en faisant part de votre décision au greffe de la Cour. Toute tentative d'exclusion après ce délai sera invalide. Si vous vous excluez de l'action collective, vous n'aurez pas droit à une indemnité dans le cadre du règlement, mais vous conserverez le droit d'intenter une poursuite sur une base individuelle relativement aux

Réclamations quittancées. Votre demande d'exclusion signée doit indiquer tous les renseignements suivants :

1. l'intitulé et le numéro de dossier de la Cour dans cette affaire, à savoir : Zouzout c. Canada Dry Mott's inc. et Keurig Dr Pepper inc. (500-06-000968-194);
2. votre nom, adresse, numéro(s) de téléphone et adresse électronique;
3. la confirmation expresse que vous souhaitez vous exclure de l'Action collective intentée contre Canada Dry et de l'Entente de règlement avec Canada Dry.

Votre demande d'exclusion doit être envoyée à la Cour par la poste, à l'adresse suivante :

DESTINATAIRE : Greffe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1, rue Notre-Dame Est
Salle 1.120
Montréal (Québec) H2Y 1B5

Si vous ne vous excluez pas de l'action collective en temps opportun et de façon appropriée au cours de la Période d'exclusion, vous serez irrévocablement lié par toutes les modalités et conditions de l'Entente de règlement si celle-ci est approuvée par le Tribunal.

Oppositions

Tant que vous ne vous êtes pas exclu, vous pouvez vous opposer au règlement en expliquant au Tribunal que, selon vous, les modalités du projet de règlement sont injustes. Les personnes qui s'opposent au règlement demeureront Membres du Groupe visé par le règlement et perdront leur droit d'intenter une poursuite relativement aux Réclamations quittancées.

Si vous souhaitez vous opposer au projet de règlement, vous devez envoyer un avis d'opposition écrit aux avocats du groupe à l'adresse électronique suivante : JZUKRAN@LPCLEX.COM, au plus tard à **17 h, heure de l'Est, [30 jours après la publication de l'Avis et émission du Communiqué de presse]**. Toute tentative d'opposition après ce délai sera invalide. Votre avis d'opposition écrit doit indiquer : a) votre nom, adresse, adresse électronique et numéro de téléphone; b) une brève description des motifs de votre opposition; et c) un énoncé indiquant si vous avez ou non l'intention de comparaître à l'audience en personne ou par l'intermédiaire d'un avocat et, si vous souhaitez comparaître par l'intermédiaire d'un avocat, les nom, adresse, adresse électronique et numéro de téléphone de l'avocat.

Les Membres du Groupe visé par le règlement qui ne s'opposent pas au projet de règlement n'ont pas besoin de se présenter à l'audience d'approbation du règlement ni de faire aucune autre démarche pour le moment.

RENSEIGNEMENTS SUPPLÉMENTAIRES :

Une version complète de l'Entente de règlement et des renseignements détaillés sur la manière de présenter un Formulaire de réclamation figurent sur le Site Web du règlement : www.canadadrysettlement.ca.

Le cabinet d'avocats qui représente le Demandeur et le Groupe visé par le règlement est :

Me Joey Zukran
LPC Avocat inc.
276, rue Saint-Jacques, bureau 801
Montréal (Québec) H2Y 1N3
Téléphone : 514-379-1572
Télécopieur : 514-221-4441
Courriel : jzukran@lpclex.com

Le cabinet d'avocats qui représente les Défenderesses est :

Bogdan Catanu
Woods LLP
2000, avenue McGill College
Montréal (Québec) H3A 3H3
Télécopieur : 514-284-2046
Courriel : bcatanu@woods.qc.ca

L'Administrateur des réclamations est : [À INSÉRER UNE FOIS NOMMÉ PAR LE TRIBUNAL]

LES DÉFENDERESSES NE SONT PAS CHARGÉES DE L'ADMINISTRATION DU RÈGLEMENT NI DE LA DISTRIBUTION DES SOMMES RENDUES DISPONIBLES DANS LE CADRE DE LA SOMME MAXIMALE DE RÈGLEMENT. VEUILLEZ COMMUNIQUER AVEC LES AVOCATS DU GROUPE OU L'ADMINISTRATEUR DES RÉCLAMATIONS – ET NON AVEC LE TRIBUNAL OU AVEC LES AVOCATS DES DÉFENDERESSES – POUR OBTENIR D'AUTRES RENSEIGNEMENTS. VOTRE NOM AINSI QUE TOUTE INFORMATION FOURNIE AUX AVOCATS DU GROUPE RESTERONT CONFIDENTIELS.

Les modalités de l'Entente de règlement l'emportent sur toute disposition contradictoire du présent Avis.

Le Tribunal a approuvé le présent avis.

Annexe 1A

Version abrégée de l'avis préalable à l'approbation du règlement

PROGRAMME DE RÈGLEMENT CONCERNANT CANADA DRY

AVIS D'AUDIENCE D'APPROBATION DU RÈGLEMENT

Dossier n° 500-06-000968-194 de la Cour supérieure du Québec

Un projet de règlement au Québec (le « règlement ») a été conclu à l'égard d'une action collective intentée contre Canada Dry Mott's inc. et Keurig Dr Pepper inc. (collectivement, les « Défenderesses »). La poursuite allègue que le matériel publicitaire, d'étiquetage et de marketing des Défenderesses concernant les ingrédients dans les boissons gazeuses soda gingembre de Canada Dry était inapproprié. Les Défenderesses nient tout acte répréhensible ou toute responsabilité. **Si vous êtes Membre du Groupe visé par le règlement (au sens attribué à ce terme ci-après), vous pourriez avoir droit à une indemnité dans le cadre du règlement.** Le Tribunal tiendra une audience le (DATE) pour décider s'il y a lieu d'approuver le règlement avant le versement de quelque indemnité que ce soit.

Suis-je un Membre du Groupe visé par le règlement? Vous êtes Membre du Groupe visé par le règlement si vous avez acheté cinq boissons gazeuses soda gingembre de Canada Dry ou plus au Québec à tout moment entre le 14 janvier 2016 et le 11 novembre 2020 (la « Période visée »), à moins que vous n'ayez exercé votre droit de vous exclure de l'action collective ou que vous ne soyez au nombre des Parties quittancées.

Qu'offre le règlement? Si le règlement est approuvé, les Défenderesses ont accepté de rendre disponible la somme totale de \$650,000 (la « Somme maximale de règlement ») qui serait utilisée pour : (a) indemniser les Membres du Groupe visé par le règlement qui déposent en temps opportun des Formulaires de réclamation valides; b) payer tous les frais liés au règlement, y compris, sans limitation, les frais de l'Administrateur des réclamations (au sens attribué à ce terme dans l'Entente de règlement) et les honoraires des Avocats du groupe du Demandeur (195 000 \$ plus les taxes applicables) et les débours (15 000 \$ plus les taxes applicables), sous réserve de l'approbation du Tribunal; (c) rembourser le Débourss du Fonds (30 830,50 \$); et (d) verser au Demandeur ses débours et une rétribution de jusqu'à 5 000 \$, sous réserve de l'approbation du Tribunal. Les Membres du Groupe visé par le règlement qui présentent en temps opportun un Formulaire de réclamation valide pourraient recevoir (au moyen d'un virement de fonds par courriel Interac) une **indemnité maximale de 7,50 \$ par Membre du Groupe visé par le règlement**. Selon les modalités du règlement, certaines conditions pourraient faire en sorte que les Membres du Groupe visé par le règlement ayant des réclamations valides reçoivent une somme inférieure à ce paiement. Par exemple, les Membres du Groupe visé par le règlement ayant des réclamations valides se verront offrir une indemnité réduite au prorata si le montant total des réclamations admissibles excède la Somme maximale de règlement moins les frais liés au règlement. Pour recevoir une indemnité dans le cadre du règlement, les Membres du Groupe visé par le règlement doivent avoir une adresse électronique valide et un compte bancaire pouvant recevoir des paiements au moyen d'un virement de fonds par courriel Interac.

Quels choix s’offrent à moi? Si vous êtes Membre du Groupe visé par le règlement et que vous ne prenez aucune mesure, vous continuerez de faire partie du Groupe visé par le règlement. Vous pourrez réclamer une indemnité si le règlement est approuvé et vous perdrez votre droit d’intenter une poursuite relativement aux réclamations quittancées décrites dans l’Entente de règlement.

Comment dois-je procéder pour réclamer une indemnité? Si vous êtes Membre du Groupe visé par le règlement vous devez, pour réclamer une indemnité, procéder comme suit :

(1) fournir votre adresse électronique au www.canadadrysettlement.ca au plus tard à **17 h, heure de l’Est, le [30 jours après la publication de l’Avis et émission du Communiqué de presse]**; et

(2) remplir et présenter un Formulaire de réclamation en ligne au plus tard à la Date limite de présentation d’un formulaire de réclamation (à être déterminée par le Tribunal à la suite de l’audience d’approbation du règlement) et en attester le contenu, sous peine de parjure.

Si vous ne souhaitez pas participer au règlement, vous pouvez vous en exclure au plus tard à 17 h, heure de l’Est, le **[30 jours après la publication de l’Avis et émission du Communiqué de presse]**, ou vous pouvez demeurer dans le Groupe visé par le règlement et vous opposer au règlement au plus tard à 17 h, heure de l’Est, le **[30 jours après la publication de l’Avis et émission du Communiqué de presse]**, en suivant les procédures décrites dans l’Entente de règlement et dans l’Avis préalable détaillé disponibles sur le Site Web du règlement.

À qui dois-je m’adresser pour obtenir des renseignements? Pour obtenir d’autres renseignements au sujet du règlement, visitez le www.canadadrysettlement.ca ou communiquez avec l’Administrateur des réclamations (1-888-684-7379) ou avec l’Avocat du groupe, Me Joey Zukran, LPC Avocat inc. (514-379-1572, JZUKRAN@LPCLEX.COM).

Le présent avis est uniquement un résumé. Vous pouvez consulter la version complète de l’Avis préalable à l’approbation et l’Entente de règlement au www.canadadrysettlement.ca

Le Tribunal a approuvé le présent avis.

Annex 2

FINAL SETTLEMENT APPROVAL NOTICE

Canada Dry Settlement Program in Quebec
Superior Court of Quebec File #500-06-000968-194

NOTICE OF THE APPROVAL OF A CLASS ACTION SETTLEMENT AGREEMENT

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

On **DATE, 2021**, the Court approved the settlement in the class action commenced against Canada Dry Mott's Inc. and Keurig Dr Pepper Inc. (collectively referred to as "Defendants") by a consumer ("Plaintiff") before the Superior Court of Quebec under docket number 500-06-000968-194 on behalf of the Settlement Class defined in the parties' Settlement Agreement as:

All consumers who purchased in Quebec any Canada Dry Ginger Ale product marketed as "Made from Real Ginger" or "Fait à partir de vrai gingembre" at any time between January 14, 2016 and until November 11, 2020 (the "Class Period").

WHEN AND HOW TO MAKE A CLAIM - IMPORTANT DATES:

To seek compensation from the settlement, a Settlement Class Member must have already provided his/her email address to the Claims Administrator by December 31st, 2020 and complete and submit the online Claim Form at <https://www.canadadrysettlement.ca> by no later than 5:00 PM Eastern on **[CLAIM FORM DUE DATE]**.

HOW TO QUALIFY FOR COMPENSATION:

To qualify for compensation, a Settlement Class Member is required to: solemnly declare under penalty of perjury that he/she purchased no less than five (5) Canada Dry Ginger Ale soft drinks in Quebec between January 14, 2016 and November 11, 2020 and sign and timely submit a valid and complete Claim Form, attesting under penalty of perjury where and approximately when he/she purchased no less than five (5) Canada Dry Ginger Ale soft drinks in Quebec between January 14, 2016 and November 11, 2020. Each Settlement Class Member may submit only one (1) Claim Form. Each Settlement Class Member who timely submits a valid Claim Form will receive an equal amount **up to a maximum of \$7.50**. Under the terms of the settlement, certain conditions may lead to Settlement Class Members with valid claims receiving less than this amount. For example, the compensation available to Settlement Class Members will be reduced proportionately among all Settlement Class Members with valid claims if the total amount of eligible claims exceeds the Total Settlement Cap minus the costs and expenses of the settlement described in the Settlement Agreement.

In order to receive any compensation from the settlement, a Settlement Class Member must have a valid e-mail address and a bank account capable of receiving payments via Interac e-transfer, as e-transfer is

the only method through which compensation will be sent. Compensation can only be collected for a period of thirty (30) days after the e-transfer is sent.

SUMMARY OF THE CASE:

Plaintiff alleged that Defendants used or published certain labelling and advertising material that contained false or misleading information regarding the ingredients of Canada Dry Ginger Ale soft drinks. Defendants completely deny any and all wrongdoing or liability. Plaintiff and Defendants negotiated and ultimately agreed to the settlement after counsel for all parties extensively evaluated the facts and law relating to this case, and took into account a variety of factors such as the burdens and expense of the lawsuit, and the risk and uncertainty of litigation.

Members of the Settlement Class, excluding those who validly opted out, may qualify for compensation under the settlement.

FURTHER INFORMATION:

A complete copy of the Settlement Agreement, and detailed information on how to obtain or file a Claim Form are available on the following Settlement Web Site <https://www.energydrinksettlement.ca>.

The law firm representing the Plaintiff and the Settlement Class is the following:

Joey Zukran
LPC Avocat Inc.
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Phone: 514.379.1572
Fax: 514.221.4441
E-mail: jzukran@lpclex.com

The law firm representing Defendants is the following:

Bogdan Catanu
Woods LLP
2000 McGill College Avenue
Montreal, Quebec, H3A 3H3
Fax: 514.284.2046
E-mail: bcatanu@woods.qc.ca

The Claims Administrator is: **[TO BE INSERTED ONCE APPOINTED BY THE COURT]**

DEFENDANTS ARE NOT RESPONSIBLE FOR THE ADMINISTRATION OF THE SETTLEMENT OR THE DISTRIBUTION OF THE AMOUNTS MADE AVAILABLE UNDER THE TOTAL SETTLEMENT CAP. PLEASE CONTACT CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR – NOT THE COURT OR DEFENDANTS’ COUNSEL – FOR FURTHER

INFORMATION. YOUR NAME AND ANY INFORMATION PROVIDED TO CLASS COUNSEL WILL BE KEPT CONFIDENTIAL.

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

This notice has been approved by the Superior Court of Quebec.

Annex 3

Claim Form

Canada Dry Settlement Program in Quebec

INSTRUCTIONS – TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO DETERMINE IF YOU QUALIFY UNDER THIS SETTLEMENT PROGRAM.

WHO IS ELIGIBLE TO MAKE A CLAIM

1. Settlement Class Members, defined as: all consumers who purchased in Quebec any Canada Dry Ginger Ale product marketed as “Made from Real Ginger” or “Fait à partir de vrai gingembre” at any time between January 14, 2016 and until November 11, 2020 (the “Class Period”), except for those specifically excluded (listed below).
2. Specifically excluded from the definition of Settlement Class Members are:
 - a) all persons who timely and validly request exclusion (opt out) from the class action settlement, and
 - b) Released Parties (as defined in the Settlement Agreement).

HOW TO MAKE A CLAIM

3. To qualify to receive compensation, you must:
 - a) meet the definition of Settlement Class Member as set forth above; AND
 - b) have submitted a valid e-mail address on the website www.canadadrysettlement.ca by 5:00 PM Eastern on [30 days after publication of Notice and issuance of Press Release]; AND
 - c) fully complete and submit the Claim Form on the website www.canadadrysettlement.ca, in compliance with the instructions below, and attest as to your past purchase of at least 5 Canada Dry Ginger Ale soft drinks.
4. The Claim Form must be signed by you electronically (online in lieu of written signature) under penalty of perjury affirming that you are a Settlement Class Member and that the information provided therein, including without limitation with respect to your past purchase of at least 5 Canada Dry Ginger Ale soft drinks, is true and accurate.
5. The Claim Form must be submitted as described above no later than **5:00 PM Eastern on • [CLAIM FORM DUE DATE]**. If you are a Settlement Class Member and you do not timely

submit a valid Claim Form in accordance with these instructions, you will not be eligible to receive compensation and you will remain subject to the releases in the Settlement Agreement.

6. Each Settlement Class Member may submit only one (1) Claim Form for all purchases of Canada Dry Ginger Ale soft drinks between January 14, 2016 and November 11, 2020.
7. The **maximum compensation available to any Settlement Class Member is \$7.50** provided such Settlement Class Member solemnly declares under penalty of perjury that he/she purchased no less than five (5) Canada Dry Ginger Ale soft drinks in Quebec between January 14, 2016 and November 11, 2020 and signs and timely submits a valid and complete Claim Form, attesting under penalty of perjury where and approximately when he/she purchased no less than five (5) Canada Dry Ginger Ale soft drinks in Quebec between January 14, 2016 and November 11, 2020. Under the terms of the settlement, certain conditions may lead to Settlement Class Members with valid claims receiving less than this amount. For example, the compensation available will be reduced proportionately among all Settlement Class Members with valid claims if the total amount of eligible claims exceeds the Settlement Fund minus the costs and expenses of the settlement.
8. Duplicate, invalid, illegible, or incomplete Claim Forms will not be honoured.
9. Keep copies for your records.
10. Lost, late, or misdirected Claim Forms are not the responsibility of Defendants, Class Counsel or the Claims Administrator and will be invalidated.
11. Compensation can only be sent to a valid e-mail address via Interac e-transfer. You must have a bank account capable of receiving an Interac e-transfer to collect any compensation. Compensation can only be collected for a period of thirty (30) days after the Interac e-Transfer is sent to the e-mail address you provide.

DEFENDANTS ARE NOT RESPONSIBLE FOR THE ADMINISTRATION OF THE SETTLEMENT OR THE DISTRIBUTION OF THE AMOUNTS MADE AVAILABLE UNDER THE TOTAL SETTLEMENT CAP. PLEASE CONTACT CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR – NOT THE COURT OR DEFENDANTS’ COUNSEL – FOR FURTHER INFORMATION. YOUR NAME AND ANY INFORMATION PROVIDED TO CLASS COUNSEL WILL BE KEPT CONFIDENTIAL.

CLAIM FORM**CANADA DRY SETTLEMENT PROGRAM IN QUEBEC**

To seek compensation in the above-described Settlement Program, please provide all of the following information, failing which your claim may be rejected. Any compensation that is provided in response to your claim will be sent via Interac e-Transfer to the e-mail address you provide. Compensation will only be distributed after the Court grants final approval of the settlement, pending any appeals. Please be patient.

| | |
|---|--|
| Name: | |
| Address: | |
| City: | |
| Province: | |
| Postal Code: | |
| Phone number: | |
| E-mail: | |
| Name of location(s) where a total of at least five (5) Canada Dry Ginger Ale soft drinks were purchased in the province of Quebec between January 14, 2016 and November 11, 2020: | |
| Approximate date of your most recent purchase between January 14, 2016 and November 11, 2020: | |

Acknowledgement and Certification:

By signing and dating this form below, I acknowledge that I have read the terms and conditions herein and am qualified to seek compensation under this settlement. I further attest that I have not submitted, and will not in the future submit, any other Claim Form seeking compensation from this settlement.

I was a **Quebec resident** at the time of purchase and I solemnly declare under penalty of perjury that I have purchased no less than five (5) Canada Dry Ginger Ale soft drinks between January 14, 2016 and November 11, 2020 **in the province of Quebec** as described above. I further solemnly declare under penalty of perjury that the information provided above is true, complete and accurate.

FULL NAME (in lieu of signature): _____

DATE: _____

If you have any questions while completing the Claim Form please contact the Claims Administrator at:

[TO BE INSERTED ONCE APPOINTED BY THE COURT]

DEFENDANTS ARE NOT RESPONSIBLE FOR THE ADMINISTRATION OF THE SETTLEMENT OR THE DISTRIBUTION OF THE AMOUNTS MADE AVAILABLE UNDER THE TOTAL SETTLEMENT CAP. PLEASE CONTACT CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR – NOT THE COURT OR DEFENDANTS’ COUNSEL – FOR FURTHER INFORMATION. YOUR NAME AND ANY INFORMATION PROVIDED TO CLASS COUNSEL WILL BE KEPT CONFIDENTIAL.

Annex 4

Press Release

Montreal, [Date]: On **November 11, 2020**, the Superior Court of Quebec authorized a Quebec consumer to bring a class action lawsuit against Canada Dry Mott's Inc. and Keurig Dr Pepper Inc. (collectively "**Canada Dry**") for the purposes of settlement only of the Quebec class action (S.C.M. file no. 500-06-000968-194).

It was alleged that Canada Dry used or published certain labelling and advertising material that contained false or misleading information regarding the ingredients of Canada Dry Ginger Ale soft drinks. **Canada Dry completely denies any and all wrongdoing or liability.**

The parties have agreed to settle the class action on a without prejudice or admission basis, by way of mutual concessions, as more fully outlined in the Settlement Agreement, a copy of which is posted online on the Settlement Website (www.canadadrysettlement.ca). The parties negotiated and ultimately agreed to the settlement after counsel for all parties extensively evaluated the facts and law relating to this case, and took into account a variety of factors such as the burdens and expense of the lawsuit, and the risk and uncertainty of litigation.

For any inquiries, contact:

Class Counsel:

Mtre Joey Zukran
LPC Avocat Inc.
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Tel: (514) 379-1572
jzukran@lpclex.com

Communiqué de presse

Montréal, le [Date]: Le **11 novembre 2020**, la Cour supérieure du Québec a autorisé un consommateur québécois à tenter une action collective contre Canada Dry Mott's inc. et Keurig Dr Pepper inc. (collectivement « Canada Dry ») aux seules fins de règlement de l'action collective québécoise (dossier de la C.S.M. no 500-06-000968-194).

Il a été allégué que Canada Dry a utilisé ou a publié certains éléments d'étiquetage et de publicité contenant des informations fausses ou trompeuses concernant les ingrédients des boissons gazeuses Canada Dry Ginger Ale. **Canada Dry a toujours nié ces prétentions et nie toute responsabilité.**

Les parties ont convenu de régler l'action collective sans préjudice ni admission, par le biais de concessions mutuelles, comme indiquées plus en détail dans l'entente de règlement, dont une copie est mise en ligne sur le site web du règlement (www.canadadrysettlement.ca). Les parties ont négocié et finalement accepté le règlement après que les avocats de toutes les parties ont évalué

de manière approfondie les faits et le droit relatifs à cette affaire, et ont pris en compte divers facteurs tels que les charges et les dépenses du procès, ainsi que le risque et l'incertitude du litige.

Pour toute question, veuillez contacter :

Procureurs du représentant des membres du groupe :

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Annex 5

Photograph

