## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") settles certain disputes and releases certain claims by and between Dr Pepper Snapple Group, Inc. ("DPSG") and Dr Pepper/Seven Up, Inc. ("DPSU"), on the one hand, and David Green ("Green") (collectively, the "Parties"). The Effective Date of this Agreement is July 15, 2013.

## RECITALS

- A. On November 8, 2012, Green filed a putative class action complaint against DPSG in the United States District Court for the Central District of California, Case No. CV12-09567, seeking certification of a national class of consumers based on causes of action pursuant to California statutory and common law relating to the labeling, packaging, marketing, advertising and ingredients of Cherry 7UP Antioxidant, Mixed Berry 7UP Antioxidant and Pomegranate 7UP Antioxidant soda products attached as Exhibit A (in various packaging forms) (the "Products") (the "Complaint"). On February 11, 2013, Green filed an Amended Complaint that added DPSU as a party defendant and restated the putative class action allegations and request for a national class of consumers based on causes of action pursuant to California statutory and common law.
- B. The Parties have agreed to a settlement of any and all claims asserted against DPSG or DPSU in the Complaint, as well as any other claims pursuant to state or federal law, including but not limited to claims for unfair competition and false advertising, relating in any way to any of the Products, on the terms below.
- C. The Parties hereby memorialize the terms of the settlement, including the agreement by Green to settle and release fully and forever the claims, obligations, conflicts, causes of action, claims for attorneys' fees and costs, and disagreements between him and DPSG or DPSU that relate to the Products, and his attorneys' agreement to settle and release fully and forever any claim they have, had in the past, or may have in the future with respect to attorneys' fees and costs associated with any claims brought in the Complaint.
- D. DPSG and DPSU dispute and deny each and every claim made against them in the Complaint, and this Agreement does not constitute an admission of any allegation, or of any fault or liability whatsoever by any Party.
- E. Each Party acknowledges and warrants that he or it has investigated the facts surrounding the subject matter of this Agreement and the disputes between the Parties, and that he or it is not relying upon any representations by another Party, including the attorney or agent of another Party, except as expressly stated in this Agreement.

## AGREEMENT TERMS

**NOW, THEREFORE**, for good and valuable consideration, including the promises, covenants and agreements memorialized in this Agreement, the Parties agree as follows:

- 1. <u>Settling All Claims</u>. The Parties agree that they are hereby settling all claims and any and all liability, including liability for fees and costs, relating to the Products (including, without limitation, claims relating to the labeling, packaging, marketing, advertising, ingredients or formulation of the Products).
- 2. Removal and Refrain from Use of Vitamins and Antioxidant Labeling on the Products. As of the effective date of this Agreement, DPSU has reformulated the Products to remove Vitamin E ("Vitamin E") from the Products manufactured and/or distributed by DPSU and to remove all references to Antioxidant on the Products' labels. For a period of no less than four years after the Effective Date, DPSU further agrees that it shall not add any vitamin or mineral with a DRI to the Products (other than if such are normally found in another ingredient in such Product), and shall not label the Products with any reference to "antioxidant(s)." Notwithstanding anything set out in this Agreement, DPSU's bottlers and retailers who have produced or purchased the Products may continue to use and sell through the existing inventory of the Products' labeled as containing Vitamin E or with the words Antioxidant.
- 3. <u>Dismissal of Complaint with Prejudice</u>. Within 5 days of the effective date of the Agreement, Green shall file a notice of dismissal of his Complaint with prejudice.
- 4. Release of DPSG and DPSU by Green. Green including anyone acting by his authority or on his behalf, including, without limitation, agents, managers, heirs, executors, administrators, assigns, successors in interest, insurers, and indemnitors (collectively, the "Green Releasors"), covenant not to sue and acknowledge complete satisfaction from and release, absolve and discharge DPSG, DPSU and their affiliates, members, parent companies, shareholders, partners, predecessors, assignees, subsidiaries, distributors, retailers and any person or entity acting by their authority or on their behalf, including but not limited to agents, managers, employees, heirs, executors, administrators, assigns, successors in interest, officers, directors, attorneys, insurers and indemnitors (collectively, the "DPSG/DPSU Releasees"), with respect to and from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, under the law of any state, federal or other government, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, including, but not limited to, any such claims made or referenced in, or that could have been made or referenced in, the Complaint by Green, and Green alone, which Green, now owns or holds or has at any time heretofore owned or held or could hold in the future against the DPSG/DPSU Releasees, or any of them, relating in any way to any of the Products regarding the claims asserted in the Complaint.

- 5. Release of Green by DPSG and DPSU. DPSG and DPSU, including anyone acting by their authority or on their behalf, including but not limited to any agents, managers, assigns, successors in interest, insurers, and indemnitors (collectively, the "DPSG/DPSU Releasors"), covenant not to sue and acknowledge complete satisfaction from and release, absolve and discharge Green, and any person acting by his authority or on his behalf, including but not limited to his attorneys, agents, managers, heirs, executors, administrators, assigns, successors in interest, insurers, and indemnitors (collectively, the "Green Releasees") with respect to and from any and all claims, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden arising out of the filing of or allegations contained in the Complaint, and by way of example, claims for malicious prosecution, abuse of process, attorneys fees or litigation costs or claims under Rule 11 of the Federal Rules of Civil Procedure or any state law counterpart, which the DPSG/DPSU Releasors, or any of them, now own or hold or have at any time heretofore owned or held against the Green Releasees.
- 6. <u>Unknown Claims</u>. The Green Releasors and DPSG/DPSU Releasors, and each of them, acknowledge that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the releases that, if known or suspected at the time of executing the releases, may have materially affected this settlement. Nevertheless, the Green Releasors and DPSG/DPSU Releasors, and each of them, waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts. The Green Releasors and DPSG/DPSU Releasors, and each of them, acknowledge that they understand the significance and consequence of the releases given and specifically waive any legal principle that limits general releases to known claims only, such as California Civil Code Section 1542.
- 7. <u>Settlement Payment to Plaintiff:</u> Within ten (10) days of the Effective Date of this Agreement, Defendant shall deliver \$5,000.00 to Plaintiff David Green by check or wire transfer, if instructions are provided to Defendant by Reese Richman LLP.
- 8. <u>Attorneys' Fees</u>. Within ten (10) days of the Effective Date of this Agreement, Defendant shall deliver \$237,500.00 to Class Counsel by check or wire transfer, if instructions are provided to Defendant by Reese Richman LLP.
- 9. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. The signature pages of the various counterparts may be collected together with one copy of the balance of this Agreement, which shall constitute a true and correct copy of this Agreement. Photocopies or telecopies of this Agreement (including signature pages) may be used in place of originals for any and all purposes. Once fully executed, this Agreement is enforceable as an agreement. Each Party understands, acknowledges and agrees that, once fully executed, this Agreement may be pled as a full and complete defense to, and used as a basis for an injunction against, any action, suit or other proceeding brought with respect to any claim released herein, and any action, suit or other proceeding that may be instituted, prosecuted or attempted that is contrary to or in breach of this Agreement.

- 10. <u>Claims not Assigned</u>. Green, DPSG, and DPSU acknowledge, represent and warrant that they have not assigned, sold, transferred or otherwise disposed of any of the claims or other matters that are being released herein.
- 11. <u>Authority to Enter Agreement</u>. Each Party to this Agreement who signs on behalf of another hereby warrants that it, he or she has the authority to sign on behalf of such person or entity.
- 12. <u>Agreement Jointly Prepared</u>. This Agreement, including any uncertainty or ambiguity herein, shall not be construed against any one Party but shall be construed as if all the Parties jointly prepared this Agreement.
- 13. <u>Separate and Divisible Terms</u>. The terms and provisions of this Agreement are intended to be separate and divisible provisions and if, for any reason, any one or more of them, is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement shall thereby be affected. If for any reason any court of competent jurisdiction shall find any provisions of this Agreement to be unreasonable or unlawful, the Parties agree that the restrictions and prohibitions contained herein shall be effective to the fullest extent allowed by law.
- 14. Independent Judgment/No Other Promises. The Parties, and each of them, represent and warrant that (a) in entering into this Agreement, they have had the benefit and advice of their own counsel in connection with this Agreement and that the terms of this Agreement have been completely read and explained to them; (b) in executing this Agreement, they are relying on their own judgment, beliefs and knowledge as to the nature, extent, merits and viability of the claims and potential claims referenced herein; (c) this Agreement is executed without any reliance upon any statement, representation, promise, inducement, understanding or agreement by or on behalf of any Party or by or on behalf of any employee, representative, agent, or attorney employed by any Party; and (d) no promise, inducement, understanding or agreement not expressed herein has been made to any Party.
- 15. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the Parties, and each of them, hereunder shall be construed and enforced in accordance with and governed by, the laws of the State of New York without regard to principles of choice of laws.
- 16. <u>No Oral Modification</u>. This Agreement may be amended only by a further writing signed by all Parties, and each of them. No oral modification of any term of this Agreement shall be effective for any purpose.
- 17. <u>No Waiver</u>. No waiver shall be binding unless in writing and signed by the person or entity against whom the waiver is asserted. No waiver of any breech of any

term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement.

ALL OF THE ABOVE IS AGREED AND ACCEPTED and is effective as of the effective date set forth above upon the signing of this Agreement by all persons or entities below.

	David Green
Date:	By:
	David Green
	DR PEPPER SNAPPLE GROUP, INC.
Date: 2-15-	2013 By: Blen
	(Print Name) Jin Baldwin
	Its: <u>EVP 1 &amp;C</u>
	DR PEPPER/SEVEN-UP, INC.
Date: 7-15-20	By:
	(Print Name) Tim Balkun
	Its: EVP +6C

term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement.

ALL OF THE ABOVE IS AGREED AND ACCEPTED and is effective as of the effective date set forth above upon the signing of this Agreement by all persons or entities below.

		David Green
Date: _	7/16/13	Ву:
		David Green
		DR PEPPER SNAPPLE GROUP, INC.
Date: _		By:
		(Print Name)
		Its:
		DR PEPPER/SEVEN-UP, INC.
Date:		By:
	÷	(Print Name)
		Its: