

UNITED STATES DISTRICT COURT
DISTRICT OF VERMONT

LOUISIANA MUNICIPAL POLICE
EMPLOYEES' RETIREMENT SYSTEM,
SJUNDE AP-FONDEN, BOARD OF TRUSTEES OF
THE CITY OF FORT LAUDERDALE GENERAL
EMPLOYEES' RETIREMENT SYSTEM,
EMPLOYEES' RETIREMENT
SYSTEM OF THE GOVERNMENT OF THE VIRGIN
ISLANDS, AND PUBLIC EMPLOYEES'
RETIREMENT SYSTEM OF MISSISSIPPI
on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

GREEN MOUNTAIN COFFEE ROASTERS,
INC., LAWRENCE J. BLANFORD and
FRANCES G. RATHKE,

Defendants.

No. 2:11-CV-00289-WKS

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of June 18, 2018 (the "Stipulation") is entered into between (a) Louisiana Municipal Police Employees' Retirement System, Sjunde AP-Fonden, Board of Trustees of the City of Fort Lauderdale General Employees' Retirement System, Employees' Retirement System of the Government of the Virgin Islands, and Public Employees' Retirement System of Mississippi, together, the Court-appointed Lead Plaintiffs and Class Representatives in the above-captioned securities class action (the "Action"), on behalf of themselves and the other members of the plaintiff class certified by the Court in the Action on July 21, 2017 (the "Class," as defined in ¶ 1(g) below); and (b) defendants Keurig Green Mountain, Inc. ("Keurig Green Mountain"), formerly known as Green Mountain Coffee Roasters, Inc. ("Green Mountain"), Lawrence J. Blanford, and Frances G. Rathke (collectively, the

“Defendants,” and together with Class Representatives, on behalf of themselves and the other members of the Class, the “Parties”), and embodies the terms and conditions of the settlement of the Action.¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Released Claims (as defined below), subject to the approval of the Court and the terms and conditions set forth in this Stipulation.

WHEREAS:

A. On November 29, 2011, a putative securities class action complaint was filed in the United States District Court for the District of Vermont (the “Court”), instituting the Action.

B. Pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1 and 78u-4, as amended (the “PSLRA”), notice to the public was issued setting forth the deadline by which putative class members could move the Court to be appointed to act as lead plaintiffs. On April 27, 2012, the Court entered an Order appointing Louisiana Municipal Police Employees’ Retirement System, Sjunde AP-Fonden, Board of Trustees of the City of Fort Lauderdale General Employees’ Retirement System, Employees’ Retirement System of the Government of the Virgin Islands, and Public Employees’ Retirement System of Mississippi as lead plaintiffs in the Action (“Lead Plaintiffs”), and approving Lead Plaintiffs’ selection of Kessler Topaz Meltzer & Check, LLP; Bernstein Litowitz Berger & Grossmann LLP; and Barrack, Rodos & Bacine as lead counsel in the Action (“Lead Counsel”) and Lynn, Lynn & Blackman, P.C. as local counsel (“Liaison Counsel”).

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

C. On October 29, 2012, Lead Plaintiffs filed and served their Consolidated Class Action Complaint for Violation of the Federal Securities Laws in the Action. On November 5, 2012, Lead Plaintiffs filed and served the Corrected Consolidated Class Action Complaint for Violation of the Federal Securities Laws (the “Complaint”) in the Action. The Complaint asserted (a) claims under § 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”), and Rule 10b-5 promulgated thereunder, against all Defendants; and (b) claims under § 20(a) of the Exchange Act against the Individual Defendants.

D. On March 1, 2013, Green Mountain and the Individual Defendants filed and served their motions to dismiss the Complaint. On May 5, 2013, Lead Plaintiffs filed and served their papers in opposition to the motions to dismiss; and on June 26, 2013, Green Mountain and the Individual Defendants filed and served their reply papers. Following oral argument on December 12, 2013, the Court issued an order dismissing the Complaint with prejudice on December 20, 2013 and entered judgment for Defendants.

E. On January 21, 2014, Lead Plaintiffs filed a notice of appeal, appealing the Court’s December 20, 2013 order of dismissal to the United States Court of Appeals for the Second Circuit. On March 28, 2014, Lead Plaintiffs filed and served their opening brief on appeal; and on May 23, 2014, Green Mountain and the Individual Defendants filed and served their responsive brief on appeal. Following oral argument on December 1, 2014, the Second Circuit vacated the Court’s judgment and remanded the Action.

F. On September 29, 2015, Defendants filed and served their Answer to the Complaint. Thereafter, discovery commenced.

G. On December 12, 2016, Lead Plaintiffs filed and served a motion for class certification and appointment of class counsel. On May 1, 2017, Defendants filed and served their

opposition to the motion for class certification; and on May 31, 2017, Lead Plaintiffs filed and served their reply papers. On July 21, 2017, the Court granted Lead Plaintiffs' motion for class certification and appointment of Class Counsel (the "Class Certification Order"). The Class Certification Order certified the Class as defined in ¶ 1(g), below, appointed Lead Plaintiffs as Class Representatives, and appointed Lead Counsel as Class Counsel.

H. On September 19, 2017, Defendants filed and served their motion for summary judgment on all claims in the Complaint. On November 10, 2017, Class Representatives filed and served their opposition to the motion for summary judgment; and on December 15, 2017, Defendants served their reply papers. Defendants' motion for summary judgment was pending when the Settlement was reached.

I. The Parties began exploring settlement in 2016. Pursuant to District of Vermont Local Rule 16.1, on May 12, 2016 and November 17, 2016, Class Counsel and Defendants' Counsel participated in full-day early neutral evaluation sessions before retired United States District Court Magistrate Judge Edward A. Infante (the "Mediator"). In advance of those sessions, the Parties submitted detailed mediation statements and exhibits to the Mediator, which addressed the issues of both liability and damages. While the initial mediation sessions did not result in a resolution of the Action, the Parties stayed in contact with the Mediator and as the case progressed, they were able to bridge the substantial gap in their respective positions. As a result of extensive, arm's-length negotiations both at those mediation sessions and in numerous telephonic communications with and through the Mediator throughout the pendency of the Action, the Parties finally reached an agreement in principle on March 9, 2018 to settle the Action for \$36,500,000 in cash, almost two years after the initial mediation commenced.

J. On March 9, 2018, the Parties informed the Court that they had reached an agreement-in-principle to settle the claims against Defendants, asked the Court to adjourn all pending motions, including Defendants' pending motion for summary judgment, and requested that the Court adjudicate preliminary approval of this Settlement.

K. Thereafter, on April 13, 2018, Class Representatives, on behalf of themselves and the Class, and Defendants entered into a Settlement Term Sheet (the "Term Sheet") memorializing the Parties' agreement to settle the Action for \$36,500,000 in cash (the "Settlement"), subject to the approval of the Court.

L. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties and supersedes the Settlement Term Sheet.

M. Based upon their investigation, prosecution, and settlement of the case, Class Representatives and Class Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Class Representatives and the Class, and in their best interests. Based on Class Representatives' direct oversight of the prosecution of this matter and with the advice of Class Counsel, Class Representatives have agreed to settle and release the Released Plaintiffs' Claims (as defined below) as against Defendants pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that the Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

N. All of the Defendants deny, and continue to deny, that they have committed any act or omission giving rise to any liability under the Exchange Act or Rule 10b-5 promulgated thereunder. Specifically, Defendants expressly have denied, and continue to deny, each and all of the claims alleged by Class Representatives in the Action, including without limitation, any

liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied, and continue to deny, among other allegations, the allegations that Class Representatives or the Class have suffered any damages, or that Class Representatives or the Class were harmed by the conduct alleged in the Action or that they could have been alleged as part of the Action. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

O. As set forth below, neither the Settlement nor any of the terms of this Stipulation shall constitute an admission or finding of any fault, liability, wrongdoing, or damages whatsoever or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants are entering into this Stipulation solely to eliminate the burden and expense of further litigation. Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Class Representatives of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendants' defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed, and prosecuted by Class Representatives in good faith and defended by Defendants in good faith, and that the Action is being voluntarily settled with the advice of counsel.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Class Representatives (individually and on behalf of the Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendant Releasees and all

Released Defendants' Claims as against the Plaintiff Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the consolidated securities class action in the matter styled *LAMPERS et al. v. Green Mountain Coffee Roasters, Inc. et al.*, Civil Action No. 2:11-CV-00289-WKS (D. Vt.).

(b) "Authorized Claimant" means a Class Member who or which submits a Claim to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(c) "Claim" means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Claims Administrator.

(d) "Claim Form" or "Proof of Claim Form" means the form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant must complete and submit to the Claims Administrator in order to be eligible to share in a distribution of the Net Settlement Fund.

(e) "Claimant" means a person or entity who or which submits a Claim to the Claims Administrator seeking to be eligible to share in the Net Settlement Fund.

(f) "Claims Administrator" means the firm retained by Class Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Class Members in the Action and to administer the Settlement.

(g) “Class” means the certified class of all persons or entities who purchased or otherwise acquired Green Mountain Coffee Roasters, Inc. common stock during the Class Period, and who were damaged thereby. Excluded from the Class are: (i) Defendants; (ii) members of the Immediate Family of each of the Defendants; (iii) any person who was an executive officer and/or director of Green Mountain during the Class Period; (iv) any person, firm, trust, corporation, officer, director, or any other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of any such excluded party. Also excluded from the Class are any persons and entities who exclude themselves by submitting a request for exclusion that is accepted by the Court.

(h) “Class Counsel” means the law firms of Bernstein Litowitz Berger & Grossmann LLP; Barrack, Rodos & Bacine; and Kessler Topaz Meltzer & Check, LLP.

(i) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(j) “Class Member” means each person and entity who or which is a member of the Class.

(k) “Class Period” means the period between February 2, 2011 and November 9, 2011, inclusive.

(l) “Class Representatives” or “Lead Plaintiffs” means Louisiana Municipal Police Employees’ Retirement System, Sjunde AP-Fonden, Board of Trustees of the City of Fort Lauderdale General Employees’ Retirement System, Employees’ Retirement System of the Government of the Virgin Islands, and Public Employees’ Retirement System of Mississippi.

(m) “Complaint” means the Corrected Consolidated Class Action Complaint for Violation of the Federal Securities Laws filed in the Action on November 5, 2012.

(n) “Court” means the United States District Court for the District of Vermont.

(o) “Defendants” means the Individual Defendants and Keurig Green Mountain.

(p) “Defendants’ Counsel” means the law firms of Ropes & Gray LLP, counsel for Keurig Green Mountain, and Gravel and Shea, counsel for the Individual Defendants.

(q) “Defendant Releasees” means (i) the Defendants and their attorneys, (ii) Defendants’ respective Immediate Family members, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, agents, affiliates, insurers and their reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, attorneys, advisors, and associates of each of the foregoing, (iii) all current and former directors, officers, and employees of Keurig Green Mountain, and (iv) the Insureds, in their capacities as such.

(r) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 37 of this Stipulation have been met and have occurred or have been waived.

(s) “Escrow Account” means an account maintained at The Huntington National Bank wherein the Settlement Amount shall be deposited and held in escrow under the control of Class Counsel.

(t) “Escrow Agent” means The Huntington National Bank.

(u) “Escrow Agreement” means the agreement between Class Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(v) “Excluded Plaintiffs’ Claims” means (i) any claims of any person or entity who or which submits a request for exclusion from the Class that is accepted by the Court; (ii) any claims asserted in any derivative or ERISA action; (iii) any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the wrongful conduct alleged in the Action; and (iv) any claims relating to the enforcement of the Settlement.

(w) “Excluded Defendants’ Claims” means (i) any claims against any person or entity who or which submits a request for exclusion from the Class that is accepted by the Court; and (ii) any claims relating to the enforcement of the Settlement.

(x) “Final,” with respect to the Judgment, or any other court order, means when the last of the following shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the Judgment or order; or (iii) if a motion to alter or amend is filed or if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such motions or appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Judgment or order is finally affirmed on a motion or an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs or expenses, (ii) the Plan of Allocation, or (iii) the procedures for determining Authorized Claimants’ Recognized

Claims shall not in any way delay or affect the time set forth above for the Judgment to become final or otherwise preclude the Judgment from becoming Final.

(y) “Green Mountain” means defendant Green Mountain Coffee Roasters, Inc., now known as Keurig Green Mountain, Inc.

(z) “Immediate Family” means children, stepchildren, grandchildren, parents, stepparents, grandparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this definition, “spouse” shall mean a husband, a wife, or a partner in a state recognized domestic relationship or civil union.

(aa) “Individual Defendants” means defendants Lawrence J. Blanford and Frances G. Rathke.

(bb) “Insureds” means any and all insured persons or entities under the following directors and officers liability insurance policies issued to Green Mountain for the period September 30, 2011 to September 30, 2012: Executive Risk Specialty Insurance Company Policy No. 6801-5739; St. Paul Mercury Insurance Company Policy No. EC09004236; Allied World National Assurance Company Ltd. Policy No. 0304-9837; National Union Fire Insurance Company of Pittsburgh, PA Policy No. 01-211-94-82; Hudson Specialty Insurance Company Policy No. HS-0303-2503-093011; Continental Casualty Company Policy No. 425452854; AXIS Surplus Insurance Company Policy No. EON763122/01/2011; Berkley Insurance Company Policy No. 18004707; Illinois Union Insurance Company Policy No. DOX G23659980 003; and Arch Specialty Insurance Company Policy No. ABX0046395-00.

(cc) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(dd) “Keurig Green Mountain” means defendant Keurig Green Mountain, Inc., formerly known as Green Mountain Coffee Roasters, Inc.

(ee) “Lead Counsel” means the law firms of Bernstein Litowitz Berger & Grossmann LLP; Barrack, Rodos & Bacine; and Kessler Topaz Meltzer & Check, LLP, all of which were appointed together as Class Counsel in the Court’s July 21, 2017 class certification order in the Action.

(ff) “Litigation Expenses” means the reasonable costs and expenses incurred by Plaintiffs’ Counsel in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Class Representatives directly related to their representation of the Class), for which Class Counsel intend to apply to the Court for reimbursement from the Settlement Fund.

(gg) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court.

(hh) “Notice” means the Notice of (i) Pendency of Class Action and Class Certification; (ii) Proposed Settlement; (iii) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses; and (iv) Settlement Fairness Hearing, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed to Class Members.

(ii) “Notice and Administration Costs” means the reasonable costs, fees, and expenses that are incurred by the Claims Administrator and/or Class Counsel in connection with: (i) providing notices to the Class (including, without limitation, mailing of the Notice to Class Members and publication of the Summary Notice); and (ii) administering the Settlement, including

but not limited to the Claims process, as well as the reasonable costs, fees, and expenses incurred in connection with the Escrow Account.

(jj) “Parties” means (i) Defendants and (ii) Class Representatives, on behalf of themselves and the Class.

(kk) “Plaintiffs’ Counsel” means Class Counsel and all other legal counsel who, at the direction and under the supervision of Class Counsel, performed services on behalf of Class Representatives and the Class in the Action.

(ll) “Plaintiff Releasees” means (i) Plaintiffs, their attorneys, and all other Class Members; (ii) the auditors, investment advisors, managers or agents of any Plaintiffs with respect to any decision to purchase, hold, sell or otherwise dispose of any Keurig Green Mountain securities; (iii) the current and former parents, affiliates, subsidiaries, successors, predecessors, assigns, and assignees of each of the foregoing in (i) - (ii) above; and (iv) all elected or appointed officials who had or exercised any authority with respect to the decision to purchase, hold, sell or otherwise dispose of any Keurig Green Mountain securities or to initiate, prosecute or settle this Action, as well as any other the current and former officers, directors, Immediate Family members, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, agents, affiliates, insurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, attorneys, advisors, and associates of the each of the foregoing in (i) - (iii) above, in their respective capacities as such.

(mm) “Plan of Allocation” means the proposed plan set forth in the Notice to be utilized for determining the allocation of the Net Settlement Fund, as submitted or subsequently modified.

(nn) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(oo) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

(pp) “Released Claims” means all Released Plaintiffs’ Claims and all Released Defendants’ Claims.

(qq) “Released Defendants’ Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Defendants. Released Defendants’ Claims do not include any Excluded Defendants’ Claims.

(rr) “Released Plaintiffs’ Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent,

whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Class Representatives or any other member of the Class (i) asserted in the Complaint or (ii) could have asserted in any court or forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in the Complaint and that relate to the purchase or acquisition of shares of Green Mountain common stock during the Class Period. Released Plaintiffs' Claims do not include any Excluded Plaintiffs' Claims.

(ss) "Releasee(s)" means each and any of the Defendant Releasee(s) and each and any of the Plaintiff Releasee(s).

(tt) "Releases" means the releases set forth in ¶¶ 3-6 of this Stipulation.

(uu) "Settlement" means the resolution of the Action on the terms and conditions set forth in this Stipulation.

(vv) "Settlement Amount" means Thirty-Six Million, Five Hundred Thousand U.S. Dollars (\$36,500,000.00) in cash to be paid by wire transfer or check to the Escrow Account pursuant to ¶ 8 of this Stipulation.

(ww) "Settlement Fund" means the Settlement Amount plus any and all interest earned thereon.

(xx) "Settlement Fairness Hearing" means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(yy) "Summary Notice" means the Summary Notice of (i) Pendency of Class Action and Class Certification; (ii) Proposed Settlement; (iii) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses; and (iv) Settlement Fairness Hearing, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(zz) “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any estimated taxes, interest or penalties thereon) arising with respect to any income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon the Releasees or their counsel with respect to any income earned by the Settlement Fund for any period after the deposit of the Settlement Amount in the Escrow Account during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (ii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

(aaa) “Tax Expenses” means the expenses and costs incurred by Class Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) tax returns for the Settlement Fund.

(bbb) “Unknown Claims” means any Released Plaintiffs’ Claims which Class Representatives or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement, including, but not limited to, whether or not to object to the Settlement or to the release of the Released Claims. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have, and by operation

of the Judgment shall have, expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Class Representatives and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims, but, upon the Effective Date, Class Representatives and Defendants shall expressly settle and release, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have, settled and released, any and all Released Claims without regard to the subsequent discovery or existence of such different or additional facts. Class Representatives and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

PRELIMINARY APPROVAL OF SETTLEMENT

2. Promptly upon execution of this Stipulation, Class Representatives will move for preliminary approval of the Settlement and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Class Representatives shall apply to the Court for, and

Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

RELEASE OF CLAIMS

3. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for herein.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Class Representatives and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim (including Unknown Claims) against the Defendant Releasees, whether or not such Class Member executes and delivers the Proof of Claim Form or shares in the Net Settlement Fund. Any Proof of Claim Form that is executed by a Class Member shall include a release that permanently bars and enjoins such Class Member from bringing any action asserting any of the Released Plaintiffs' Claims against any and all of the Defendant Releasees. This Release shall not apply to any Excluded Plaintiffs' Claim.

5. If the Settlement is approved by the Court and the Effective Date occurs, any Class Member who or which does not timely and validly request exclusion from the Class in the manner stated in the Preliminary Approval Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Class; (b) shall be forever barred from requesting exclusion from the Class in this or any other proceeding; (c) shall be bound by the provisions of this Stipulation, the Settlement, and all proceedings, determinations, orders, and judgments in the Action relating to

the Settlement, whether favorable or unfavorable to the Class, including but not limited to, the Judgment, and the release of the Released Plaintiffs' Claims against the Defendant Releasees provided for therein; and (d) shall be barred and enjoined from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendant Releasees.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (including Unknown Claims) against Plaintiff Releasees, and shall forever be barred and enjoined from commencing, maintaining, or prosecuting any or all of the Released Defendants' Claims against any and all of the Plaintiff Releasees. This Release shall not apply to any Excluded Defendants' Claim.

7. Notwithstanding ¶¶ 3-6 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

THE SETTLEMENT CONSIDERATION

8. In consideration of the full settlement of the claims asserted in the Action against Defendant Releasees and the Releases specified in ¶¶ 3-6 above, Defendants shall cause their insurers to deposit the Settlement Amount into the Escrow Account within twenty (20) business days of the later of: (a) the entry of the Preliminary Approval Order substantially in the form attached hereto as Exhibit A; or (b) the provision to Defendants' Counsel of all information necessary to effectuate a transfer of funds to the Escrow Account, including the bank name and

ABA routing number, account number, and a signed Form W-9 reflecting the taxpayer identification number for the Settlement Fund.

9. If the entire Settlement Amount is not timely deposited into the Escrow Account, Class Representatives may terminate the Settlement, but only if: (a) Class Counsel have notified Defendants' Counsel of Class Counsel's intention to terminate the Settlement, and (b) the entire Settlement Amount is not transferred to the Escrow Account within five (5) business days after Defendants' Counsel's receipt of such notice. If the Settlement is terminated pursuant to this ¶ 9, the provisions of ¶ 39 below shall apply.

10. Other than their obligation to cause the deposit of the Settlement Amount into the Escrow Account pursuant to ¶ 8 above, Defendants and the other Defendant Releasees shall have no obligation to make any payment into the Escrow Account pursuant to this Stipulation, and shall have no responsibility or liability with respect to the Escrow Account or the funds maintained in the Escrow Account, including, without limitation, any responsibility or liability related to any fees, Taxes, Tax Expenses, investment decisions, maintenance, supervision, allocation, or distribution of any portion of the Settlement Amount. Notwithstanding any of the foregoing, Defendants shall be responsible for (i) any and all costs associated with providing the stock records in accordance with ¶ 24 below, and (ii) any and all costs associated with disseminating notice of the Settlement required under the Class Action Fairness Act of 2005 as set forth in ¶ 65 below.

USE OF SETTLEMENT FUND

11. The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs or fees approved by the Court. The

balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 22-34 below.

12. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund, and the Defendant Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or other actions of the Escrow Agent, including any transactions executed by the Escrow Agent.

13. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Class Counsel, as

administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes or Tax Expenses owed with respect to the Settlement Fund. The Defendant Releasees shall not have any liability or responsibility for any such Taxes or Tax Expenses. Upon written request, Defendants will provide to Class Counsel the statement described in Treasury Regulation § 1.468B-3(e). Class Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

14. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and in all events the Defendant Releasees and their counsel shall have no liability or responsibility whatsoever for the payment of Taxes or Tax Expenses. The Settlement Fund shall indemnify and hold each of the Defendant Releasees and their counsel harmless for Taxes and Tax Expenses (including, without limitation, taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by Class Counsel out of the Settlement Fund without prior order from the Court and Class Counsel shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses

(as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of ¶¶ 13 and 14 of this Stipulation.

15. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendant Releasee, Defendants' insurance carrier or their reinsurers, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claim Forms submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

16. Notwithstanding the fact that the Settlement has not yet been finally approved by the Court, Class Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice and Claim Form, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice and Claim Form to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice, administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other

Defendant Releasees, the Defendants' insurance carriers or their reinsurers, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

17. Class Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid from (and out of) the Settlement Fund. Class Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request pursuant to the PSLRA for reimbursement of Class Representatives' reasonable costs and expenses directly related to their representation of the Class, to be paid from (and out of) the Settlement Fund. Class Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between the Defendants and Class Representatives other than what is set forth in this Stipulation.

18. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Class Counsel immediately upon final approval of the Settlement by the Court and the Court's entry of the order awarding such fees and Litigation Expenses, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Class Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (a) receiving notice of a termination of the Settlement; or (b) any order reducing or reversing the award of

attorneys' fees and/or Litigation Expenses has become Final. Any refunds required pursuant to this paragraph shall be the several and not the joint obligation of each Class Counsel firm to the extent that each received attorneys' fees and/or Litigation Expenses to make appropriate refunds or repayments to the Settlement Fund. Each such Class Counsel firm receiving attorneys' fees and/or Litigation Expenses, as a condition of receiving such attorneys' fees and Litigation Expenses, on behalf of itself and each partner and/or shareholder of it, agrees that such person or entity and its partners, shareholders, and/or members are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

19. The procedure for, the allowance or disallowance of, and the amount of any attorneys' fees and/or Litigation Expenses are not necessary terms of this Stipulation, are not conditions of the Settlement embodied herein, and shall be considered separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Neither Class Representatives nor Class Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses, and any appeal from any order awarding attorneys' fees and/or Litigation Expenses or any reversal or modification of any such order shall not affect or delay the finality of the Judgment.

20. Class Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Defendant Releasees shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses.

21. The attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel pursuant to this Stipulation shall be payable solely from the Settlement Fund. With the sole

exception of Defendants' obligation to cause the Settlement Amount to be paid into the Escrow Account pursuant to ¶ 8 above, Defendant Releasees shall have no responsibility for, and no liability whatsoever with respect to, any payment of attorneys' fees and/or Litigation Expenses to Plaintiffs' Counsel pursuant to this Stipulation, or for any other attorneys' fees and/or Litigation Expenses incurred by or on behalf of any other Class Member in connection with this Action or the Settlement.

NOTICE AND SETTLEMENT ADMINISTRATION

22. As part of the Preliminary Approval Order, Class Representatives shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Class Counsel's supervision and subject to the jurisdiction of the Court. Other than Keurig Green Mountain's obligation to provide Class Counsel or the Claims Administrator with Green Mountain's common stock records as provided in ¶ 24 below, none of the Defendants, nor any other Defendant Releasees, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Class Representatives, any other Class Members, or Plaintiffs' Counsel in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

23. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Class Counsel shall cause the Claims Administrator to mail the Notice and Claim Form to potential Class Members set forth in the records provided by Keurig Green Mountain pursuant

to ¶ 24 below or who otherwise may be identified through further reasonable effort. Class Counsel shall also cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

24. For the purposes of identifying and providing notice to the Class, within five (5) business days after entry of the Preliminary Approval Order, Keurig Green Mountain shall (a) provide to Class Counsel or the Claims Administrator, at no cost to the Settlement Fund, Class Counsel or the Claims Administrator, a list, in electronic form, of the names and addresses associated with issuances or transfers of Green Mountain Coffee Roasters, Inc. common stock appearing on the Company's transfer records from February 2, 2011 through and including November 9, 2011; and (b) instruct the Depository Trust Co. (CEDE & Co.) to release to Class Counsel or the Claims Administrator, at no cost to the Settlement Fund, Class Counsel or the Claims Administrator, the security position listings for Green Mountain Coffee Roasters, Inc. common stock held by CEDE on behalf of any person or entity during the Class Period.

25. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund as calculated pursuant to the proposed Plan of Allocation set forth in the Notice attached hereto as Exhibit 1 to Exhibit A (or such other plan of allocation as the Court approves).

26. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Class Representatives and Class Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation

in this Action. Defendants and the other Defendant Releasees shall not object in any way to the Plan of Allocation or to any other plan of allocation in this Action. No Defendant, nor any other Defendant Releasees, shall have any involvement with or liability, obligation or responsibility whatsoever for the application of the Court-approved plan of allocation.

27. Any Class Member who or which does not submit a valid Claim Form will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and Settlement, including the terms of the Judgment to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendant Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

28. Class Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any other Defendant Releasees, shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Class Counsel with respect to accepting or rejecting any Claim, nor shall any Defendant Releasee have any responsibility for, interest in, or liability for any such decision. Class Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

29. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, or in electronic form, in

accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Class Counsel, in their discretion, may deem acceptable;

(b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice. Any Class Member who or which does not timely and validly submit a Claim or whose Claim is not otherwise approved by the Court shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation, but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any of the Defendant Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the

Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

30. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, *provided, however*, that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims.

31. Class Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the

Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

32. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendant Releasees with respect to any and all of the Released Plaintiffs' Claims.

33. No person or entity shall have any claim against Class Representatives, Class Counsel, the Claims Administrator or any other agent designated by Class Counsel, or the Defendant Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Class Representatives and Defendants, their respective counsel, Class Representatives' damages expert, and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) or Tax Expenses owed by the Settlement Fund, or any losses incurred in connection therewith.

34. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and the Parties expressly waive trial by jury (to the

extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

35. If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

36. The Judgment shall contain a bar order ("Bar Order") substantially in the form set forth in Exhibit B that shall, upon the Effective Date, to the fullest extent provided by law, bar all future claims and claims over by any individual or entity ("Barred Person") against any of the Defendant Releasees, and by the Defendant Releasees against any Barred Person, for (a) contribution or indemnity (or any other claim or claim over, however denominated on whatsoever theory) arising out of or related to the claims or allegations asserted by Class Representatives in the Action, or (b) any other claim of any type, whether arising under state, federal, common, or foreign law, for which the injury claimed is that Barred Person's actual or threatened liability to Class Representatives and/or members of the Class; *provided, however*, the Bar Order shall not (a) release any of the Excluded Plaintiffs' Claims; or (b) preclude the Defendants from seeking to enforce any rights of contribution or indemnification that any Defendant may have against any other Defendant under any contract, corporate charter, or bylaw, or any right against any other Defendant for insurance coverage under any insurance, reinsurance, or indemnity policy. The Bar Order shall also provide that any final verdict or judgment that may be obtained by or on behalf of the Class or a Class Member against any individual or entity subject to the Bar Order shall be reduced by the greater of: (a) an amount that corresponds to the percentage

of responsibility of the Defendants for common damages; or (b) the amount paid by or on behalf of the Defendants to the Class or Class Member for common damages.

**CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION OR TERMINATION**

37. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to ¶¶ 40 or 41 of this Stipulation;

(d) Class Representatives have not exercised their option to terminate the Settlement pursuant to ¶¶ 9 or 40 of this Stipulation; and

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final.

38. Upon the occurrence of all of the events referenced in ¶ 37 above, any and all remaining interest or right of Defendants, their insurance carriers or any other Defendant Releasee in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and all Releases herein shall be effective.

39. If (i) the Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Class Representatives exercise their right to terminate the Settlement as

provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) the Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) the Parties shall revert to their respective positions in the Action as of the date and time immediately prior to the execution of the Term Sheet on April 13, 2018;

(c) the terms and provisions of this Stipulation, with the exception of this ¶ 39 and ¶¶ 16, 18, 42 and 62 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Class Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon and change in value as a result of the investment of the Settlement Fund, and any funds received by Class Counsel consistent with ¶ 18 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes and Tax Expenses paid, due, or owing, shall be returned by the Escrow Agent to the parties who contributed to the payment of the Settlement Amount in the same proportions as their respective contributions as instructed by Defendants' Counsel. In the event that the funds received by Class Counsel consistent with ¶ 18 above have not been returned to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be returned by the Escrow Agent to the Defendants (or such persons or entities as Defendants' Counsel may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 18 above.

40. It is further stipulated and agreed that Class Representatives, on the one hand, and the Defendants (provided the Defendants unanimously agree amongst themselves), on the other hand, shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“Termination Notice”) to the other Parties within thirty (30) days of: (a) the Court’s final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court, and the provisions of ¶ 39 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys’ fees or reimbursement of Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

41. In addition to the grounds set forth in ¶ 40 above, Defendants, provided they unanimously agree amongst themselves, shall have the unilateral right to terminate the Settlement in the event that Class Members timely and validly requesting exclusion from the Class meet the conditions set forth in Defendants’ confidential Supplemental Agreement with Class Representatives (the “Supplemental Agreement”), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between Class

Representatives and Defendants concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court in camera and request that the Court afford it confidential treatment.

NO ADMISSION OF WRONGDOING

42. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendant Releasees as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by any of the Defendant Releasees with respect to the truth of any fact alleged by Class Representatives or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendant Releasees or in any way referred to for any other reason as against any of the Defendant Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiff Releasees, as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by any of the Plaintiff Releasees that any of their claims are without merit, that any of the Defendant Releasees had meritorious defenses, or that damages recoverable in the Action would not have

exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

43. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

44. Each Defendant warrants and represents as to himself, herself or itself only, that he, she or it is not “insolvent” within the meaning of 11 U.S.C. §101(32) as of the time of the execution of this Stipulation and as of the time the payment of the Settlement Amount is or was actually transferred or made, nor will the payment required to be made by or on behalf of him, her or it render him, her or it insolvent. This representation is made by each of the Defendants and not by their counsel.

45. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Amount, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer, or similar

transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law, and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by others, then, at the election of Class Representatives, Class Representatives and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Defendant Releasees pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and the Parties shall revert to their respective positions in the Action as of the date and time immediately prior to the execution of the Term Sheet on April 13, 2018 as provided in ¶ 39(b) above and any cash amounts in the Settlement Fund (less any Taxes and Tax Expenses paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in ¶ 39 above.

46. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Class Representatives and any other Class Members against the Defendant Releasees with respect to the Released Plaintiffs' Claims. Accordingly, Class Representatives, Class Counsel, Defendants, and Defendants' Counsel agree not to assert in any forum, including without limitation in any statement made to any media representative (whether or not for attribution), that this Action was brought or prosecuted by Class Representatives or defended by the Defendants in bad faith or without a reasonable basis. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure, or of 28 U.S.C. Section 1927, or otherwise make any accusations of wrongful or actionable conduct by any other Party, relating to the institution, prosecution, defense, or settlement of this Action. Notwithstanding the foregoing, however, Defendants and their counsel and representatives retain the right to state in any forum that it is their belief that the claims made

in the Action were completely without merit and that they believe, had the matter proceeded further, they would have been fully vindicated by the Court or a jury. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by the Mediator, and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

47. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Class Representatives and Defendants (or their successors-in-interest).

48. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

49. Pending approval of the Court of this Stipulation and its exhibits, all proceedings in this Action shall be stayed and all members of the Class shall be barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Defendant Releasees.

50. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, the Plan of Allocation (or such other plan of allocation as may be approved by the Court), and the distribution of the Net Settlement Fund to Class Members.

51. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

52. This Stipulation and its exhibits, together with the Supplemental Agreement, constitute the entire agreement among Class Representatives and Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party concerning this Stipulation, its exhibits, or the Supplemental Agreement other than those contained and memorialized in such documents.

53. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

54. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize.

55. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate it shall be governed by the internal laws of the State of Vermont without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

56. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

57. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

58. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

59. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

60. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Class Representatives or Class Counsel:

Bernstein Litowitz Berger & Grossmann LLP
Attn: John C. Browne, Esq.
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1444
Email: johnb@blbglaw.com

Barrack, Rodos & Bacine
Attn: Mark R. Rosen, Esq.
3300 Two Commerce Square
2001 Market Street, Ste. 3300
Philadelphia, PA 19103
Telephone: (215) 963-0600
Facsimile: (215) 963-0838
Email: mrosen@barrack.com

Kessler Topaz Meltzer & Check, LLP
Attn: Matthew L. Mustokoff, Esq.
280 King of Prussia Road

Radnor, PA 19087
Telephone: (610) 667-7706
Facsimile: (610) 667-7056
Email: mmustokoff@ktmc.com

If to Defendants or Defendants'
Counsel:

Counsel for Green Mountain:

Ropes & Gray LLP
Attn: Randall W. Bodner, Esq.
John P. Bueker, Esq.
800 Boylston Street
Boston, MA 02199
Telephone: (617) 951-7000
Facsimile: (617) 951-7050
Email: randall.bodner@ropesgray.com
john.bueker@ropesgray.com

*Counsel for Lawrence J. Blanford and Frances G.
Rathke:*

Gravel and Shea
Attn: Matthew B. Byrne, Esq.
76 St. Paul Street, 7th Floor
P.O. Box 369
Burlington, VT 05402
Telephone: (802) 658-0220
Facsimile: (802) 658-1456
Email: mbyrne@gravelshea.com

61. Except as otherwise provided herein, each Party shall bear its own costs.
62. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.
63. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.
64. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is

any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

65. The Defendants shall issue notice of the Settlement required by the Class Action Fairness Act of 2005 ("CAFA") within ten (10) calendar days of Class Representatives filing this Stipulation with the Court. All costs related to provision of notice under CAFA shall be borne by Defendants' insurance carriers and shall not be paid out of the Settlement Fund.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 18, 2018.

**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**

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3300 Two Commerce Square
2001 Market Street, Ste. 3300
Philadelphia, PA 19103
Telephone: (215) 963-0600

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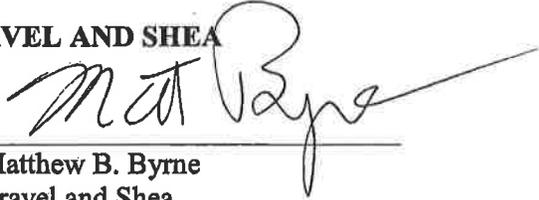
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