

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the “Settlement Agreement”) is made and entered into by and between JOHN TRUJILLO (“TRUJILLO”), an individual, on the one hand, and MOTTS LLP, KEURIG DR PEPPER INC., and DR PEPPER/SEVEN UP INC. on the other hand (“DEFENDANTS”) (TRUJILLO and DEFENDANTS are collectively referred to hereinafter as the “PARTIES”), with reference to the following facts:

WITNESSETH:

WHEREAS, TRUJILLO is a current employee of MOTTS LLP;

WHEREAS, on February 11, 2022, TRUJILLO submitted a letter, on behalf of himself and other similarly situated allegedly aggrieved employees, to the California Labor and Workforce Development Agency (“LWDA”), LWDA No. LWDA-CM-867948-22, pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698, *et seq.*, against DEFENDANTS alleging failure to timely pay wages during employment, failure to pay final wages at termination, waiting time penalties, failure to provide accurate itemized wage statements, failure to provide rest periods, failure to provide meal periods, unreimbursed business expenses, failure to pay minimum wages, failure to pay overtime wages, failure to provide requested employment records, and specifically alleging violations of Labor Code Sections 96, 201-203, 203.1, 204, 206, 206.5, 210, 216, 221, 222, 224, 226, 226.8, 230, 230.1, 230.2, 230.8, 232, 226.3, 226.7, 226.8, 233, 245, 351, 353, 432.2, 432.7, 450, 510, 512, 515, 551, 552, 558, 970, 980, 1024.5, 1025, 1026, 1030, 1041, 1101, 1102.5, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 2753, 2802, 2806, 2808, 2810.5, 2929, 6310, 6311, 6325, 6325.5, 6400, 6401.7, and 6403. On May 19, 2022, TRUJILLO submitted an amended letter to the LWDA to add additional claims for failure to maintain accurate records. (“PAGA Letters”);

WHEREAS, TRUJILLO caused to be filed on or about May 19, 2022, a complaint entitled *John Trujillo, et. al. v. Motts LLP, Keurig Dr Pepper Inc., Dr Pepper/Seven Up Inc., et al.*, in the Los Angeles County Superior Court, Case No. 22STCV16589, which was later removed to the United States District Court for the Central District of California, Case No. 2:22-cv-05103-JGB-KK (hereinafter referred to as the “Civil Action”). The Civil Action asserts the following causes

of action: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) failure to pay minimum wages (Lab. Code §§ 1194, 1194.2, 1197, 1197.1); (3) failure to pay overtime compensation (Lab. Code §§ 510, 1194, 1194 et seq.); (4) failure to provide accurate itemized wage statements (Lab. Code §§ 226); (5) failure to pay timely wages (Lab. Code §§ 204 and 210); (6) Private Attorneys General Act (Lab. Code 2698 *et seq.*); (7) failure to provide employment records (Lab. Code § 226(b); and (8) failure to provide employment records (Lab. Code § 1198.5).

WHEREAS, TRUJILLO and DEFENDANTS wish to compromise, resolve, and settle, finally and forever, any and all claims and causes of action between them, including, but in no way limited to, the allegations made and claims that were or could have been asserted by TRUJILLO against DEFENDANTS and/or any other person or entity described in paragraph 2 of this Settlement Agreement in order to avoid the delay, expense, inconvenience, and uncertainty of litigation.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and obligations herein contained, it is agreed as follows:

1. **Conditions Precedent.** In exchange for and as an express condition of receiving any consideration provided for under this Settlement Agreement, TRUJILLO understands and agrees that DEFENDANTS' obligations under this Settlement Agreement are expressly conditioned upon the occurrence of the following: (1) On January 5, 2023, the Court dismissed Plaintiff's non-individual claims brought as a class and PAGA representative. Plaintiff will file a stipulation of dismissal of his individual claims with prejudice in their entirety; (2) TRUJILLO submitting this Settlement Agreement to the LWDA. To provide notice, TRUJILLO shall authorize and direct his attorneys of record to submit the documents necessary to the LWDA; (3) the Settlement Agreement is fully executed by each party and returned to DEFENDANTS' counsel along with the required tax documentation set forth in paragraph 3 below; and (4) TRUJILLO does not revoke the Settlement Agreement pursuant to paragraph 5 below. TRUJILLO shall authorize and direct his attorneys of record to execute and file the documents necessary to effectuate the Stipulation of Dismissal. This Settlement Agreement will only be effective on the day when all four of these conditions have occurred ("Effective Date").

2. **Release.** In consideration of this Settlement Agreement and subject to the Settlement Payment to TRUJILLO as set forth in paragraph 3, TRUJILLO hereby releases and discharges DEFENDANTS, Nantucket Allserve LLC, Snapple Beverage Corp., and each of their current and former trustors, beneficiaries, receivers, parents, affiliates, subsidiaries, divisions, predecessors, successors, assigns, corporations, shareholders, officers, directors, managers, current and former employees, partners, partnerships, joint ventures, companies, members, attorneys, accountants, insurers, reinsurers, advisors, sureties, representatives, heirs, executors, and administrators (hereinafter collectively referred to as the “Released Parties”), from and against all known and unknown claims, liabilities, rights, causes of action, charges, complaints, grievances, obligations, guarantees, expenses, costs, losses, demands, liens, damages, injuries, attorney’s fees, and other legal responsibilities (hereinafter referred to as the “Claims”) of any form whatsoever, including, but not limited to, any Claims in law, equity, contract and tort for wrongful termination, defamation, discrimination, harassment, retaliation, failure to accommodate, failure to engage in the interactive process, failure to prevent discrimination and/or harassment, negligent representation and breach of contract, rights of privacy, personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, compensation, claims for failure to pay wages for all hours worked including overtime pay, minimum wages, premium pay, piece rate or performance based pay, failure to pay wage guarantee or wages at the agreed upon rate and/or failure to calculate wages due at the applicable statutory and/or regular rate of pay or compensation, failure to provide required meal and rest periods and/or failure to provide compensation or premium pay or failure to pay said compensation or premium pay at the correct or regular rate of pay for missed, late, on-duty and/or short meal and/or rest periods, failure to pay for rest periods, failure to pay wages semi-monthly at designated times, failure to reimburse for business expenses, failure to pay all wages due upon termination, failure to pay waiting time penalties, failure to provide and/or pay for vacation and/or floating holidays, failure to pay for vacation and/or floating holidays at the agreed upon rate, applicable statutory rate, final rate and/or regular rate of pay, failure to provide and/or maintain copies of accurate itemized wage statements, failure to maintain records of hours worked and/or accurate payroll records, and/or for penalties (regardless of the recipient), failure to provide employment records upon request, front pay, back pay, damages, interest, costs or attorneys’ fees, and violations of any local, state or federal law, whether for economic damages, civil and/or statutory penalties, non-economic damages,

liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, of any nature and description, or any other pay under federal, state or local ordinance, including but not limited to the Fair Labor Standards Act (“FLSA”), all claims under the California Labor Code, including, but not limited to, Labor Code Sections 96-98.7, *et seq.*, 200-204, 206, 208, 210, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 256, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.1, 1194.2-1194.5, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2856, 6310, 6311, and 6720 and the California Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, the California IWC Wage Orders, the California Code of Regulations, the California Code of Civ. Proc. Section 1021.5, and/or the California Business & Professions Code Sections 17200 *et seq.* (“UCL”) (including, but not limited to, claims asserted under the UCL predicated on violations of any state and/or federal law including the FLSA, as well as any other federal or state statute or constitution), all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 206(d) *et seq.*, the California Fair Employment & Housing Act, the California Family Rights Act, the Family Medical Leave Act, the Sarbanes-Oxley Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act as amended by the Older Workers’ Benefit Protection Act of 1990 (29 U.S.C. Section 621, *et seq.*) (“ADEA”) (except a Claim challenging the efficacy of the release only as to a Claim arising under the ADEA), the California Healthy Workplaces, Healthy Families Act, the federal and California Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, all claims arising or related in any way to any local, state or federal laws or administrative rules or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which TRUJILLO or his successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Settlement Agreement, and without limiting the generality of the foregoing, from all Claims: (a) based upon, relating to, or arising out of TRUJILLO’s employment with DEFENDANTS and/or the Released Parties occurring prior to the date he executes this Settlement Agreement, and (b) alleged or which could have been alleged in the Civil Action and/or PAGA Letters. This Settlement Agreement does not apply to workers’ compensation, unemployment insurance, or any other claim that cannot be waived by private agreement under applicable law.

3. **Settlement Amount.** Subject to TRUJILLO's satisfaction of all the terms and conditions of the Settlement Agreement, including the terms and condition precedent set forth in paragraph 1 above, DEFENDANTS shall pay the total sum of NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$9,500) as full settlement and compromise of TRUJILLO's Claims (the "Settlement Amount"). The Settlement Amount is inclusive of the Fifty Dollars and No Cents (\$50.00) that the Parties have allocated to settle TRUJILLO's claim for civil penalties under the PAGA that, pursuant to Labor Code Section 2699(i), shall be distributed as follows: 25% (or \$12.50) to TRUJILLO and 75% (or \$37.50) to the LWDA. Payment of the Settlement Amount shall be made in four separate checks as follows: (1) Check One: for the gross amount of FIVE THOUSAND TWENTY ONE DOLLARS AND EIGHTY TWO CENTS (\$5,021.82) in an IRS 1099 (MISC) check made payable to Harris & Ruble, which shall be considered and is intended to be compensation for attorneys' fees and costs; (2) Check Two: for the gross amount of TWO THOUSAND TWO HUNDRED TWENTY DOLLARS AND THIRTY FOUR CENTS (\$2,220.34) in an IRS 1099 (MISC) check made payable to JOHN TRUJILLO, which shall be considered and is intended to be compensation for alleged non-wage claims, penalties and civil penalties; Check Three: for the gross amount of THIRTY SEVEN DOLLARS AND FIFTY CENTS (\$37.50), in a check made payable to the "California Labor and Workforce Development Agency" ("LWDA Payment Check"); and (3) Check Four: the gross amount of TWO THOUSAND TWO HUNDRED TWENTY DOLLARS AND THIRTY FOUR CENTS (\$2,220.34) (net to be determined), in a W-2 check made payable to TRUJILLO, which shall be considered and is intended to be compensation for alleged lost wages. TRUJILLO and his attorneys shall be responsible for paying and satisfying any and all taxes with respect to any consideration provided pursuant to this Settlement Agreement. TRUJILLO acknowledges and agrees that no provision of this Settlement Agreement, and no written communication or disclosure between the Parties and their attorneys is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended). TRUJILLO is advised to obtain independent tax advice in connection with this Settlement Agreement. TRUJILLO and his attorneys understand that DEFENDANTS will file the appropriate Forms W-2 and 1099-Misc. with the Internal Revenue Service reflecting the disbursement of the Settlement Amount. TRUJILLO and his counsel of record Harris & Ruble shall deliver their completed and

signed Forms W-4 and W-9, as applicable, to counsel for DEFENDANTS within five days after TRUJILLO and his counsel execute this Settlement Agreement. By signing this Settlement Agreement and upon receipt of the Settlement Amount, TRUJILLO and his attorneys fully release DEFENDANTS and/or the Released Parties from any and all claims as set forth herein. TRUJILLO and his attorneys further agree that TRUJILLO and his attorneys shall remain liable for taxes, interest, and penalties, if any, determined to be owing by any taxing authority in relation to the Settlement Amount. In the event any taxing authority looks to DEFENDANTS for payment of taxes, interest, or penalties in connection with the Settlement Amount, TRUJILLO and agrees to hold DEFENDANTS harmless from any such taxes, interest, penalties, or other expenses incurred in connection therewith. TRUJILLO and his attorneys hereby acknowledge and understand that they are solely responsible for any taxes, interest, or penalties on the Settlement Amount, save and except for the amounts which DEFENDANTS will withhold and remit with respect to the W-2 gross payment of \$2,220.34.

4. **Delivery of Settlement Amount.** Within fifteen (15) days following the Effective Date, DEFENDANTS will cause the checks for the Settlement Amount to be delivered to the attention of Alan Harris at Harris and Ruble.

5. **Acknowledgment of Waiver of Claims under the Age Discrimination in Employment Act.** Without limiting the scope of this Settlement Agreement in any way, TRUJILLO certifies and acknowledges that:

- a) The release set forth in paragraph 2 above acts as and constitutes a knowing and voluntary waiver by TRUJILLO of any Claims TRUJILLO has or may have against DEFENDANTS and/or any of the Released Parties under the Age Discrimination in Employment Act (“ADEA”) as amended;
- b) The release set forth in paragraph 2 above does not apply to or govern any rights or claims that might arise under the ADEA after the date this Settlement Agreement is signed by TRUJILLO;

- c) The consideration provided to TRUJILLO by DEFENDANTS pursuant to this Settlement Agreement is in addition to any consideration that TRUJILLO would otherwise be entitled to receive;
- d) TRUJILLO has been and hereby is advised in writing to consult with an attorney prior to signing this Settlement Agreement;
- e) TRUJILLO has been provided a full and ample opportunity consisting of a period of at least twenty-one (21) days to study and consider this Settlement Agreement, and any changes to this Settlement Agreement, whether material or immaterial, will not and do not restart or extend this 21-day period;
- f) To the extent that TRUJILLO takes less than twenty-one (21) days to study, consider, and execute this Settlement Agreement:
 - i. TRUJILLO has had sufficient time and a sufficient opportunity to study and consider this Settlement Agreement with independent legal counsel of TRUJILLO's own choosing before the expiration of the twenty-one (21) day time period;
 - ii. TRUJILLO expressly, knowingly, and voluntarily has executed this Settlement Agreement before the expiration of the twenty-one (21) day time period and waives any additional time to study, consider, and execute this Settlement Agreement;
- g) TRUJILLO is aware of his right to revoke this Settlement Agreement at any time within the seven (7) day period following the date TRUJILLO signs this Settlement Agreement, and that this Settlement Agreement will not become effective or enforceable until after the seven (7) day revocation period expires without TRUJILLO exercising his right to revoke this Settlement Agreement;
- h) In order to be effective, timely notice of revocation of the waiver of ADEA must be made in writing and must be delivered in-person, by email, or by fax transmission to DEFENDANTS through its counsel, Mara D. Curtis at Reed Smith

LLP, 355 South Grand Avenue, Suite 2800, Los Angeles, CA 90071, EMAIL: mcurtis@reedsmith.com, no later than the seventh day after TRUJILLO executes this Settlement Agreement; and

- i) TRUJILLO will relinquish any right to receive or have any of the consideration or money specified in this Settlement Agreement if TRUJILLO exercises his right to revoke this Settlement Agreement as set forth herein

6. **California Civil Code Section 1542 Waiver.** TRUJILLO understands and agrees that, as part of the consideration for this Settlement Agreement, all rights and benefits under Section 1542 of the California Civil Code (“Section 1542”) are hereby expressly waived by him. Section 1542 reads as follows:

“Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all Claims set forth in paragraph 2, TRUJILLO expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all Claims which TRUJILLO does not know or suspect to exist in his favor at the time of execution hereof, and that the settlement agreed upon contemplates the extinguishment of all such Claims.

7. **PAGA.** TRUJILLO acknowledges and agrees that he has herein waived and released any right to pursue a PAGA claim against DEFENDANTS or any of the Released Parties as set forth in paragraph 2 above, and TRUJILLO represents and covenants that he will not pursue a PAGA claim against DEFENDANTS or any of the Released Parties on an individual or representative basis based upon anything occurring prior to the date that he executes this Settlement Agreement. Likewise, TRUJILLO acknowledges and agrees that he is not an “aggrieved employee” under PAGA with respect to DEFENDANTS or any of the Released

Parties, and, therefore, has no standing to pursue a PAGA claim against them as to anything that occurred prior to the date that he executes this Settlement Agreement. Nothing in this paragraph is intended to limit the scope of the release in paragraph 2.

8. **Payment of Wages.** TRUJILLO acknowledges that he has been paid all wages, bonuses and incentive compensation that are undisputedly owed, as of the date he executes this Settlement Agreement and understands that such payments were not dependent on or in consideration for him signing this Settlement Agreement.

9. **No Other Action.** TRUJILLO represents and covenants that he has not filed, initiated or caused to be filed or initiated any Claims against DEFENDANTS and/or any of the other Released Parties, other than the Civil Action and PAGA Letters. TRUJILLO further promises and agrees that he will not file, refile, initiate, or cause to be filed, refiled or initiated any Claims based upon, arising out of, or relating to any Claims released herein, nor shall he participate, assist or cooperate in prosecuting any Claims released herein against DEFENDANTS and/or any of the Released Parties, whether before a court or administrative agency, unless required to do so by law.

10. **DTSA Immunity.** TRUJILLO understands and acknowledges that, pursuant to Section 7 of the Defend Trade Secrets Act of 2016 (which added 18 U.S.C. § 1833(b)), an individual shall not be held criminally or civilly liable under any federal or State trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a retaliation or other lawsuit or other proceeding, if such filing is made under seal. Nothing contained in this Settlement Agreement or any other agreement with or policy of DEFENDANTS is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by law.

11. **No Claims of Sexual Harassment/Assault/Abuse.** The parties acknowledge and agree that TRUJILLO has made no claims for sexual harassment, sexual assault or sexual abuse.

12. **Information to Governmental Authorities.** Notwithstanding any provision of this Settlement Agreement, if TRUJILLO is required or requested to attend an administrative, legislative, or judicial proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, TRUJILLO may testify in that administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by any party to this Settlement Agreement, or by the agents or employees of any party to this Settlement Agreement. Nothing in this Settlement Agreement is intended to or shall limit TRUJILLO's right under applicable law to provide truthful and complete information to judicial, administrative, governmental or regulatory authorities in connection with any legal proceedings or investigation. Furthermore, this Settlement Agreement is not intended to prohibit TRUJILLO from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Moreover, nothing in this Settlement Agreement will interfere with TRUJILLO's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission and/or the California Department of Fair Employment and Housing, the National Labor Relations Board, or any other federal, state, or local regulatory or law enforcement agency. TRUJILLO agrees, however, that the consideration paid under this Settlement Agreement represents full and complete satisfaction of any monetary recovery that could be sought by or awarded to TRUJILLO in any administrative or judicial action arising from or relating to TRUJILLO's employment with DEFENDANTS and/or the Released Parties. TRUJILLO further agrees that TRUJILLO will not recover upon, otherwise enforce, or accept monies from any judgment, decision or award upon any Claims released by TRUJILLO in this Settlement Agreement. However, nothing in this Settlement Agreement precludes TRUJILLO from recovering any monetary award to which TRUJILLO may become entitled pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

13. **Disclosure of Factual Information.** Nothing in this Settlement Agreement is intended to or shall limit TRUJILLO's right under applicable law to disclose factual information regarding any alleged claim for sexual assault, sexual harassment, workplace harassment or

discrimination, failure to prevent an act of workplace harassment or discrimination or an act of retaliation against a person for reporting or opposing harassment or discrimination or from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful.

14. **No Assignment.** TRUJILLO covenants that he has made no assignment, and that he will make no assignment, of the Claims released herein and agrees that he will not institute future legal proceedings based upon, arising out of, or relating to any Claims released herein.

15. **No Admission of Liability.** TRUJILLO understands that the foregoing consideration is received in settlement and for compromise of disputed claims and that neither this Settlement Agreement nor the aforesaid consideration and promises are to be construed as an admission on the part of DEFENDANTS or any of the Released Parties of any wrongdoing or liability. DEFENDANTS and the Released Parties hereby expressly deny any wrongdoing or liability whatsoever to TRUJILLO.

16. **Joint Drafting.** TRUJILLO represents that this Settlement Agreement is deemed to have been drafted jointly by TRUJILLO and DEFENDANTS. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

17. **Severability.** TRUJILLO understands and agrees that if any provision of this Settlement Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Settlement Agreement, but shall be confined in its operation to the provision of this Settlement Agreement directly involved in the controversy in which such judgment shall have been rendered. Provided, however, that if paragraph 2 above is held to be illegal, void, or unenforceable, TRUJILLO agrees to promptly execute a release and waiver in favor of DEFENDANTS and the Released Parties releasing all Claims as set forth in paragraph 2 above.

18. **Governing Law.** This Settlement Agreement shall be governed by and construed under the laws of the State of California.

19. **Reliance.** TRUJILLO understands and acknowledges that reliance is placed wholly upon his own judgment, belief and knowledge as to the nature, extent, and duration of his alleged injuries and damages and acknowledges that he is relying solely upon the contents of this Settlement Agreement, and is not relying on any other representations or statements whatsoever of DEFENDANTS or any of the Released Parties as an inducement to enter into this Settlement Agreement, and if any of the facts upon which he now relies in making this Settlement Agreement shall hereafter prove to be otherwise, this Settlement Agreement shall nonetheless remain in full force and effect.

20. **No Waiver of Breach.** No waiver of any breach of any term or provision of this Settlement Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Settlement Agreement. No waiver shall be binding unless in writing, and signed by the party waiving the breach.

21. **Binding Effect on Successors and Assigns.** This Settlement Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assigns of TRUJILLO and DEFENDANTS.

22. **Indemnification.** TRUJILLO agrees to indemnify and hold harmless DEFENDANTS and any of the Released Parties against any loss or any other liability whatsoever, including reasonable attorneys' fees and costs, as permitted by law, caused by: (a) any breach of this Settlement Agreement by TRUJILLO, or his successors in interest; (b) any action or proceeding brought by TRUJILLO, or his successors in interest, or any other, if such action or proceeding arises out of, is based upon, or is related to any Claims released herein; and (c) any claim by any government agency or entity for taxes, costs, penalties, assessments, or interest based upon the payments to be made under this Settlement Agreement. TRUJILLO also shall not seek or make any claim: (a) for defense, indemnity, reimbursement, damage or for any other or additional payment against DEFENDANTS or any of the Released Parties if a claim or determination is made that the Settlement Payment made under this Settlement Agreement should have been subject to withholding of any taxes; or (b) if TRUJILLO or his attorneys are found liable for any taxes, costs, penalties, assessments, interest and/or loss.

23. **Counterparts.** This Settlement Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Settlement Agreement, and all such counterparts together shall constitute one and the same Settlement Agreement.

24. **Headings.** The headings use in this Settlement Agreement are inserted for reference only and shall not be deemed to be a binding part of this Settlement Agreement.

25. **Entire Agreement.** This Settlement Agreement represents the entire agreement and understanding between TRUJILLO and DEFENDANTS and supersedes any prior agreement, understanding or negotiation respecting such subject. TRUJILLO and DEFENDANTS understand and agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by TRUJILLO and an authorized representative of DEFENDANTS. This Settlement Agreement shall be enforceable pursuant to California Code of Civil Procedure Section 664.6.

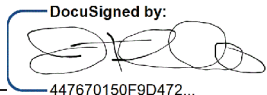
26. **Full Opportunity To Review.** TRUJILLO acknowledges that he has read and reviewed this Settlement Agreement with legal counsel of his own choosing and fully understands its terms. TRUJILLO further acknowledges that he has been provided a reasonable time period, pursuant to paragraph 5 above, to avail himself of his rights to study this Settlement Agreement and to the extent that TRUJILLO signs earlier than twenty-one (21) days from receipt of this Settlement Agreement, TRUJILLO acknowledges and agrees that his decision to sign earlier was knowing and voluntary and was not induced by DEFENDANTS through fraud, misrepresentation, or threat to withdraw or alter the offer prior to the expiration of time this time, or by providing different terms to TRUJILLO prior to the expiration of such time period. TRUJILLO further acknowledges that the Settlement Agreement fully and accurately reflects all understandings and agreements between TRUJILLO and DEFENDANTS concerning the matters referenced herein, and that he is not relying on any other representations whatsoever as an inducement to execute this Settlement Agreement.

27. **Arbitration.** The Parties agree that any controversy or claim arising out of or related to this Settlement Agreement shall be settled by arbitration in Los Angeles County, California, before an experienced employment arbitrator in accordance with the Employment

Dispute Resolution Rules of the American Arbitration Association. The arbitration decision shall be final and binding upon the Parties and may be entered as a judgment in any court of competent jurisdiction.

IN WITNESS WHEREOF, this Settlement Agreement is executed by TRUJILLO and DEFENDANTS as of the dates indicated by their signatures.

DATED: 7/20/2023


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JOHN TRUJILLO

DATED: _____

MOTTS LLP, KEURIG DR PEPPER INC., and DR PEPPER/SEVEN UP INC.

LAUREN TIMMONS
Corporate Counsel – Labor & Employment/Litigation

Dispute Resolution Rules of the American Arbitration Association. The arbitration decision shall be final and binding upon the Parties and may be entered as a judgment in any court of competent jurisdiction.

IN WITNESS WHEREOF, this Settlement Agreement is executed by TRUJILLO and DEFENDANTS as of the dates indicated by their signatures.

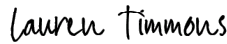
DATED: _____

JOHN TRUJILLO

DATED: 7/28/2023 | 3:48:05 PM PDT

MOTTS LLP, KEURIG DR PEPPER INC., and DR PEPPER/SEVEN UP INC.

DocuSigned by:

_____

LAUREN TIMMONS

Corporate Counsel – Labor & Employment/Litigation