

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Other Civil

IN RE CARIBOU COFFEE COMPANY, INC.
SHAREHOLDER LITIGATION

Lead Case No. 27-CV-12-24893

The Honorable Laurie J. Miller

This Document Related to:

ALL ACTIONS

**STIPULATION AND AGREEMENT OF
COMPROMISE, SETTLEMENT, AND RELEASE**

The parties to the above captioned consolidated class action *In re Caribou Coffee Company, Inc. Shareholder Litigation* (No. 27-CV-12-24893) (the “Action”) pending before the District Court of the Fourth Judicial District, Hennepin County, Minnesota (the “Court”), by and through their respective attorneys, have entered into the following Stipulation and Agreement of Compromise, Settlement, and Release (the “Stipulation” or “Settlement”) and hereby submit this Stipulation for approval by the Court.

WHEREAS:

A. On December 17, 2012, Caribou Coffee Company Inc. (“Caribou”) announced that, pursuant to a definitive merger agreement (“Merger Agreement”), Caribou agreed to be acquired by JAB Beech Inc. and Pine Merger Sub Inc. (together, “JAB”) for \$16.00 per share in cash for each share of Caribou common stock through a cash tender offer to purchase all outstanding shares of Caribou followed by a merger in which the remaining shares were to be canceled and converted into a right to receive cash (the “Transaction”). The Form 8-K that publicly discloses this event, which was filed on December 17, 2012, with the United States

Securities and Exchange Commission (“SEC”) is hereby incorporated herein by this reference together with all other publicly filed documents that relate to the Transaction. Public filings relating to the Transaction may be accessed at www.sec.gov.

B. On December 21, 2012, JAB made an offer to purchase all shares of Caribou at a price of \$16.00 per share on terms and conditions set forth in an Offer to Purchase, which is part of JAB's Schedule TO filed publicly with the SEC (the “Tender Offer”).

C. On December 21, 2012, Caribou filed with the SEC a Solicitation and Recommendation Statement on Schedule 14D-9 (“14D-9”).

D. Between December 18, 2012 and January 2, 2013, Plaintiffs Greentech Research LLC, James Randolph Richeson, Suketu Shah, Jay Schufman, Mary Arciero, Thomas McCormack, Delmar Bishop, and Ryan David Harrigill, as shareholders of Caribou, filed or served various lawsuits in the Fourth Judicial District Court of Hennepin County, Minnesota (the “Court”) against Caribou, the individual members of the board of directors of Caribou, JAB Beech Inc. and Pine Merger Sub Inc. (collectively referred to as the “Defendants”) alleging, among other things, that Caribou and its board of directors breached their fiduciary duties in connection with their consideration and approval of the Transaction and that JAB aided and abetted those alleged breaches of fiduciary duty, which were consolidated into the Action by Order of the Hennepin County District Court dated December 31, 2012. *See* paragraph H, *infra*.

E. On December 21, 2012, Chief Judge Abrams entered an Order companioning the actions that had been filed and would be filed that related to the Transaction. The State Court's Order is incorporated herein by this reference.

F. Between December 21, 2012 and December 27, 2012, Plaintiffs in the Action filed Motions to, *inter alia*, consolidate the cases, appoint a leadership structure and expedite proceedings in connection with Plaintiffs' efforts to preliminarily enjoin the Tender Offer.

G. Between December 27, 2012 and December 31, 2012, the parties in the Action conferred regarding consolidation, a leadership structure, expedited proceedings, and a confidentiality agreement, and then jointly presented Judge Meyer with agreed proposed Orders on these issues.

H. On December 31, 2012, Judge Meyer entered Orders, *inter alia*, consolidating Plaintiffs' State Actions, appointing Plaintiff James Randolph Richeson as the Lead Plaintiff and Robbins Geller Rudman & Dowd LLP ("Robbins Geller") as Lead Counsel and Reinhardt, Wendorf & Blanchfield as Liaison Counsel, setting forth a schedule regarding expedited proceedings, including a January 18, 2013 preliminary injunction hearing date, a list of documents to be produced by Defendants to Plaintiffs by January 4, 2013, and allowing Plaintiffs to take the depositions of Defendants Gary A. Graves (Caribou's Chairman) and Kip R. Caffey (Caribou Director) and a representative of Caribou's financial advisor, Moelis & Company LLC ("Moelis") prior to the hearing date. Judge Meyer's Orders are incorporated herein by this reference.

I. On or about January 4, 2013, Defendants produced documents to Plaintiffs pursuant to Judge Meyer's Orders and a Confidentiality Agreement negotiated by the parties.

J. On January 7, 2013, the parties began discussions regarding Plaintiffs' demands for changes to the 14D-9 and to the Transaction, including shareholder dissenter rights in an effort to resolve the Action.

K. On January 10, 2013, Plaintiffs filed their Motion for Preliminary Injunction and supporting papers.

L. On January 11, 2013, Plaintiffs took the deposition of John Collins of Moelis, financial advisor to Caribou for the Transaction.

M. On or around January 14, 2013, after difficult, extensive, detailed and very lengthy negotiations between the parties, the parties reached an agreement in principle for the settlement of the Action on certain terms and conditions, and entered into a Memorandum of Understanding (“MOU”) setting forth the material terms of the settlement.

N. Pursuant to the MOU, on January 14, 2013, Caribou filed an Amended Schedule 14D-9 with the SEC containing, among other things, the additional disclosures agreed to in connection with the MOU and as reflected in Exhibit A and providing modifications to the dissenters' rights provision, as set forth in paragraph 2 herein.

O. On January 14, 2013, the Tender Offer closed in accordance with its terms.

P. On January 24, 2013, JAB acquired the remaining shares of Caribou via a “short-form” merger that closed on January 24, 2013.

Q. The parties thereafter engaged in confirmatory discovery consisting of an additional production of documents and the depositions of three directors and/or officers of Caribou. Plaintiffs took the deposition of Gary Graves (former Chairman of the Caribou Board) on March 19, 2013, the deposition of Kip Caffey (former Caribou Director) on March 20, 2013 and the deposition of Michael Tattersfield (former President, Chief Executive Officer and Director of former Caribou) on March 21, 2013.

R. On April 26, 2013, Plaintiffs’ counsel advised Defendants’ counsel that Plaintiffs did not require any further confirmatory discovery.

S. On or about June 24, 2013 while the Parties were negotiating the Stipulation, Defendants informed Plaintiffs that a potential conflict had been brought to their attention regarding their internal auditor, Ernst & Young.

T. Plaintiffs sought additional confirmatory discovery from Defendants and issued a subpoena to Ernst & Young based on this new information.

U. On October 7, 2013 and October 25, 2013, Ernst & Young produced documents in response to Plaintiffs' subpoena.

V. Plaintiffs continued to seek additional documents regarding the potential conflict after review of the Ernst & Young documents.

W. On January 2, 2014 Defendants filed a motion for protective order.

X. The motion for protective order was fully briefed and argued on January 16, 2014.

Y. On April 10, 2014 the Court issued an Order granting Defendants' motion for protective order.

Z. After the Court issued the Order granting Defendant's motion for protective order, the parties engaged in further negotiations and reached a full settlement of the Action on the terms and conditions set forth in this Stipulation (the "Settlement"), which Settlement the parties hereto believe is in the best interests of the parties, and each of them.

AA. All parties recognize the time and expense that would be incurred by further litigation, the uncertainties and risks inherent in such litigation, and that the interests of the parties, including the absent members of the putative class, would best be served by a settlement of the Action.

BB. Plaintiffs and Plaintiffs' counsel in the Action have determined that the Settlement is fair, reasonable, adequate and in the best interest of the Settlement Class (as defined herein).

CC. Each Defendant vigorously denies any and all wrongdoing or liability with respect to all claims, events, and transactions complained of in the Action. Each Defendant specifically denies that any Litigation Disclosure as contemplated by the MOU was or is required under any applicable rule, statute, regulation or law, including both federal and state law, or that the information disclosed in the document attached as Exhibit A is required to be disclosed under federal or state law. The Defendants, and each of them, believe that they have valid and good defenses to the causes of action that were or could have been brought in the Action, and fully and completely discharged all duties including, but not limited to, any fiduciary duties. Defendants have entered into this Settlement and agreed to make Litigation Disclosures and modifications to the dissenters' rights provision, as set forth in paragraph 2 herein solely to (i) secure and in consideration of receiving the full and complete release contemplated by this Settlement; (ii) avoid the substantial expense, burden, and risk of continued litigation; (iii) dispose of potentially burdensome and protracted litigation; and (iv) to obtain a full and final release, discharge and dismissal, with prejudice, of the claims asserted in the Action and bring the Action to a full and final resolution.

DD. Each Defendant specifically denies having committed, or aided and abetted, any violation of law or breach of duty, including, but not limited to, breach of any duty to Caribou's shareholders.

EE. There has been no admission or finding of facts or adjudication of liability by or against any party, and nothing herein should be construed as such.

FF. Defendants acknowledge that the pendency and prosecution of the Action and the negotiations between Plaintiffs' Counsel and Defendants' counsel, plus the papers filed, discovery taken, and negotiations held in the Action, were the sole factors in the decision to make the additional disclosures set forth in Exhibit A to the MOU and modifications to the dissenters' rights provision, as set forth in paragraph 2 herein.

NOW, THEREFORE, IT IS STIPULATED AND AGREED, subject to approval by the Court, pursuant to Minnesota Rule of Civil Procedure 23, for good and valuable consideration, that the Action shall be dismissed on the merits with prejudice as to all Defendants and against all members of the Class (as defined below), and all Released Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided for herein), as to all Released Persons (defined below), upon the following terms and conditions:

DEFINITIONS

1. In addition to the terms defined above, the following additional terms shall have the meanings specified below:

1.1 "Class" means a non-opt-out class for settlement purposes (pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b)) consisting of all record holders and beneficial owners of Caribou common stock at any time during the period beginning on and including November 19, 2012 through and including January 24, 2013, the date of the filing of the certificate of the merger pursuant to the Merger Agreement, including the legal representatives, heirs, successors in interest, transferees and assigns of all such foregoing holders and/or owners, immediate and remote, and excluding the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest.

1.2 “Final Court Approval” means the date on which the Order and Final Judgment approving the Settlement and dismissing the Action with prejudice becomes final and no longer subject to further appeal or review, whether by the passage of time, affirmance on appeal, or otherwise.

1.3 “Notice” means the Notice of Pendency and Settlement of Action, substantially in the form attached as Exhibit B.

1.4 “Order and Final judgment” means the order or orders entered by the Court, substantially in the form of Exhibit C attached hereto, approving this Settlement and dismissing the Action with prejudice and without costs to any party (except as provided in Paragraph 9 below).

1.5 “Person” means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity.

1.6 “Plaintiffs” mean Plaintiffs Greentech Research LLC, James Randolph Richeson, Suketu Shah, Jay Schufman, Mary Arciero, Thomas McCormack, Delmar Bishop, and Ryan David Harrigill.

1.7 “Plaintiffs’ Counsel” means any counsel representing any of the Plaintiffs in the Action.

1.8 “Released Claims” means any and all claims, demands, rights, actions and causes of action (including any and all claims for costs, attorneys’ fees or expenses and including any and all claims arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States and including any

and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation promulgated pursuant thereto), whether legal or equitable or any other kind, derivative or direct, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, material or immaterial, matured or unmatured, which any of the Plaintiffs or any member of the Class ever had, now has or hereafter can, shall or may have arising from the acts, omissions or failures to act, arising out of their capacity as Caribou shareholders, whether directly, derivatively, representatively or in any other capacity against any of the Released Persons by reason of, or arising out of, or relating to, or in connection, directly or indirectly, with: (i) the facts, matters, transactions, actions or conduct that were alleged or could have been alleged in the Action; (ii) the Transaction; (iii) the Merger Agreement; (iv) any other agreements, contracts, actions or approvals relating to the foregoing; (v) the negotiations relating to the foregoing; (vi) the Tender Offer; and (vii) the 14D-9, the Schedule TO or any other disclosures made in connection with any of the foregoing (the “Released Claims” or “Releases”); provided, however, that the Released Claims shall not include any properly perfected claim for dissenters’ rights pursuant to the Minnesota Business Corporation Act or claims to enforce the Settlement. This Court shall have continuing jurisdiction to enforce the terms of the Settlement.

1.9 “Released Person” means the Defendants in the Action and their past and present affiliates, parents, subsidiaries, general partners, limited partnership partners and partnerships; their respective present and former officers, directors, employees, agents, attorneys, legal counsel, advisors, insurers, accountants, trustees, members, managers, financial advisors, commercial bank lenders, persons who provided opinions relating to the Transaction, investment

bankers, associates, and representatives; and their respective heirs, executors, personal representatives, estates, administrators, successors and assigns.

1.10 “Releases” means the releases set forth in Paragraphs 3-5 below.

1.11 “Releasing Person” means any person granting a release set forth in Paragraphs 4 and 5 below.

1.12 “Scheduling Order” means an order in substantially the form attached hereto as Exhibit A which (a) preliminarily approves the settlement; (b) approves the form and manner of providing notice to the Class; (c) certifies the Class for settlement purposes; and (d) schedules a Settlement Hearing for the Court's consideration of the Settlement, and the appropriateness and amount of an award of attorneys' fees and expenses to Plaintiffs' Counsel in the Action.

1.13 “Settlement Hearing” means the hearing or hearings at which the Court will review the fairness, reasonableness, and adequacy of the Settlement, and the appropriateness and amount of an award of attorneys' fees and expenses payable to Plaintiffs' Counsel.

SETTLEMENT CONSIDERATION

2. In consideration for the settlement and dismissal, with prejudice, of the Action and for the releases provided herein, (a) Caribou has made additional disclosures (the “Litigation Disclosures”) related to the Transaction, contained in an Amendment to the 14D-9 filed with the SEC January 14, 2013, as specifically set forth in Exhibit A attached to the MOU; and (b) Caribou has provided dissenters' rights modifications as follows: (i) Caribou has extended the period by which Caribou shareholders may demand payment under MBCA Section 302A.473, Subd. 4(b) from within 30 days after the notice is given pursuant to MCBA Section 302A.473, Subd. 4(a) to within 60 days of said notice; and (ii) Defendants will waive all rights to seek attorneys' fees in connection with a dissenters' rights proceeding pursuant to the Minnesota dissenters' rights statute, MBCA Section 302A.473, Subd. 8, from any Caribou shareholders

who properly demand dissenters' rights under Minnesota law; provided, however, that Defendants reserve all rights under any other applicable law or court rules.

SCOPE OF RELEASES

3. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action, and any and all related claims as to any settling party to the Action, or any party that could have been named in the Action, or any member of the Settlement Class.

4. Upon the Effective Date, Plaintiffs in the Action, and each and every member of the Class shall and hereby do completely, fully, finally, and forever release, relinquish, settle, and discharge each and all of the Released Persons from any and all of the Released Claims.

5. Upon the Effective Date, the Released Persons release all claims against Plaintiffs, members of the Class, and Plaintiffs' Counsel arising out of or relating to the institution, prosecution, and resolution of the Actions.

EFFECT OF RELEASES

6. The Releases contemplated by this Stipulation extend to claims that any Releasing Person may not know or suspect to exist at the time of the Release, which, if known, might have affected the Releasing Person's decision to enter into this Release, accept the Settlement, or whether or how to object to the Court's approval of the Settlement. The Releasing Persons shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In addition, the Releasing Persons, including each member of the Class, shall be deemed to relinquish, to the extent they are applicable, and to the fullest extent permitted by law, the

provisions, rights, and benefits of any law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code. The Releasing Persons, including each member of the Class, are deemed to have settled and released fully, finally, and forever any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. Defendants release all claims against Plaintiffs, members of the Class, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Action. The parties to this Stipulation acknowledge that the foregoing waiver was separately bargained for and is a material term of the Settlement.

CLASS CERTIFICATION

7. For purposes of settlement only, the parties agree that the Action shall be certified and maintained as a non-opt-out class action, pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), on behalf of the Class. In the event that the Settlement does not become final for any reason, the Class shall not be deemed to have been certified, and Defendants reserve the right to oppose certification of any class in any future proceedings.

SCHEDULING ORDER AND PRELIMINARY APPROVAL

8. As soon as practicable after the Stipulation has been executed, the parties to the Action shall jointly submit the Stipulation together with its related documents to the Court, and shall apply to the Court to enter the Scheduling Order and Order Preliminarily Approving Proposed Settlement, substantially in the form attached hereto as Exhibit A. The parties to the Action shall include as part of this Order a form of Notice substantially in the form attached hereto as Exhibit B.

NOTICE

9. Caribou or its successor-in-interest shall be responsible (and shall bear the costs) for the reproduction and distribution of the Notice, in the form attached hereto as Exhibit B, or as otherwise approved by the Court. Caribou will distribute the Notice in accordance with the terms of the Scheduling Order.

INJUNCTIONS

10. Pursuant to the Scheduling and Preliminary Approval Order and pending Final Approval of the Settlement, Plaintiffs and each member of the Class is barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action that asserts any Released Claim against any Released Person. Notwithstanding the foregoing, such proceedings to carry out the terms and conditions of the settlement are not included.

11. The parties agree to use their best efforts to prevent, stay, or seek dismissal of, or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation against any Released Person that challenges the Settlement or otherwise involves any Released Claims.

DISMISSAL OF ACTIONS WITH PREJUDICE

12. If the Settlement (including any modification thereto made with the consent of the parties as provided for herein) is approved by the Court, the parties shall jointly and promptly request that the Court enter an Order and Final Judgment in the Action substantially in the form attached hereto as Exhibit C.

CONDITIONS OF SETTLEMENT

13. The Effective Date of this Settlement (including the Releases given pursuant to the terms of this Stipulation) shall be conditioned, unless otherwise agreed by the parties

pursuant to Paragraph ____ herein, on: (a) the Court's certification of the Settlement Class; (b) the Court's entry of the Order and Final Judgment; and (c) the Order and Final Judgment becoming final and no longer subject to further appeal or review by lapse of time or otherwise.

14. This Stipulation of Settlement shall not be admissible in evidence except to enforce their terms. Under no circumstances may the Litigation Disclosures be used for any purpose other than to settle the Action or to seek attorneys' fees from the court in this Action. The Litigation Disclosures do not constitute admissions against the interests of the Defendants and each of them; do not constitute any additional disclosures that should have been made at any time; and may not be used proffered or offered, or received into evidence in any judicial, quasi-judicial, regulatory or self-regulatory proceeding involving any of these Defendants.

15. All Defendants shall have the waivable right to withdraw from the Settlement in the event that any Released Claim is commenced or prosecuted against any of the Defendants in any court before final approval of the Settlement by any member of the Class, the Plaintiffs or Plaintiffs' Counsel in the Action.

16. If the Effective Date does not occur or the Settlement is terminated pursuant to the terms of this Stipulation, this Stipulation shall not be deemed to prejudice in any way the respective positions of the parties with respect to any further litigation proceedings.

17. Notwithstanding anything in this Stipulation to the contrary, the effectiveness of the Release of the Released Claims and the other obligations of the parties under the Settlement (except with respect to the payment of attorneys' fees and expenses) shall not be conditioned upon or subject to the resolution of any appeal from the Court's entry of the Order and Final Judgment provided that such appeal relates solely to the issue of Plaintiffs' Counsel's application for an award of attorneys' fees and/or the payment of expenses.

18. The existence of this Stipulation and its contents and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption, concession, or admission by any Released Person or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiffs or Plaintiffs' Counsel, the Class, or any present or former shareholders of Caribou, or any other person, has suffered any damage attributable in any manner to any Released Person. Nor shall the existence of this Stipulation and its contents or any negotiations, statements, or proceedings in connection therewith be construed as a presumption, concession, or admission by Plaintiffs, any member of the Class, or Plaintiffs' Counsel of any infirmity of the Released Claims. The existence of the Stipulation, its contents, or any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. This provision shall remain in force in the event that the Settlement is terminated. Notwithstanding the foregoing, any of the Released Persons upon the Effective Date may file the Stipulation or any judgment or order of the Court related hereto in any other action that may be brought against them, in order to support any and all defenses or counterclaims based on res judicata, collateral estoppel, release, good faith settlement, judgment, bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

ATTORNEY'S FEES

19. The parties agree that throughout the course of the Action all parties and their counsel complied with the provisions of Rule 11 of the Minnesota Rules of Civil Procedure. Plaintiffs and Plaintiffs' Counsel intend to petition the Court for an award of attorneys' fees and expenses, including of costs, disbursements, and expert and consultant fees. Defendants reserve

their right to oppose the application for attorneys' fees and expenses. Caribou or its successor-in-interest shall pay the attorneys' fees and expenses awarded by the Court to Robbins Geller Rudman & Dowd LLP in the awarded amount, which shall be paid by Caribou or its successor-in-interest within ten (10) business days after the date on which an Order and Final Judgment approving the Settlement and awarding attorneys' fees and expenses is entered by the Court, subject to Plaintiffs' Counsels' joint and several obligations to make refunds or repayments to Caribou or its successor-in-interest if, as a result of any appeal and/or further proceedings or remand, or successful collateral attack, the fee or cost is lowered. Plaintiffs and Plaintiffs' Counsel expressly reserve their right to seek an award of attorneys' fees and costs if the Settlement is not approved by the Court, which Defendants may oppose.

20. Resolution of the petition for an award of attorney's fees and expenses shall not be a precondition to this Settlement or to the dismissal with prejudice of the Actions. Any failure of the Court to approve a request for attorneys' fees in whole or in part shall have no impact on the effectiveness of the settlement set forth in the Stipulation. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Any dispute regarding the allocation or division of any fees and expenses among counsel for the Plaintiffs shall have no effect on this Stipulation or the Settlement.

BEST EFFORTS

21. The parties and their respective counsel agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and the Settlement and to use their best efforts to effect the consummation of this Stipulation and the Settlement (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement).

22. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

23. If any claims that are or would be subject to the release and dismissal contemplated by the Settlement are asserted against any of the Released Persons in any court prior to final Court approval of the Settlement, Plaintiffs and their counsel shall join, if requested by any Defendant, in any motion to dismiss or stay such proceedings and shall use their best efforts to cooperate with Defendants to effect a withdrawal or dismissal of the claims.

STIPULATION NOT AN ADMISSION

24. The provisions contained in this Stipulation and all negotiations, statements, and proceedings in connection therewith are not, will not be argued to be, and will not be deemed to be a presumption, a concession, or an admission by any party of any fault, liability, or wrongdoing as to any fact or claim alleged or asserted in the Action, or any other actions or proceedings and will not be interpreted, construed, deemed, invoked, offered, or received in evidence, or otherwise used by any party or person in this or any other actions or proceedings, whether civil, criminal, or administrative, except in a proceeding to enforce the terms or conditions of this Stipulation.

NO WAIVER

25. Any failure by any party to insist upon the strict performance by any other party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other party.

26. No waiver, express or implied, by any party of any breach or default in the performance by the other party of its obligations under this Stipulation shall be deemed or

construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

AUTHORITY

27. This Stipulation will be executed by counsel to the parties to the Action, each of whom represents and warrants that he or she has been duly authorized and empowered to execute this Stipulation on behalf of such party, and that it shall be binding on such party in accordance with its terms.

SUCCESSORS AND ASSIGNS

28. This Stipulation is and shall be binding upon, and inure to the benefit of, the parties and their respective agents, executors, administrators, heirs, successors, and assigns, including without limitation any corporation or other entity with which any party hereto may merge or otherwise consolidate.

GOVERNING LAW AND FORUM

29. This Stipulation and the Settlement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to conflict of laws principles. Any dispute arising out of this Stipulation or Settlement shall be filed and litigated exclusively in the District Court of the Fourth Judicial District, Hennepin County, Minnesota. Each party hereto (a) consents to personal jurisdiction in any such action (but in no other action) brought in this Court; (b) consents to service of process by registered mail (with a copy to be delivered at the time of such mailing to counsel for each party by facsimile or electronic mail) upon such party and/or such party's agent; (c) waives any objection to venue in this Court as an inconvenient forum; and (d) waives any right to demand a jury trial as to any such action.

WARRANTY

30. Plaintiffs' Counsel represents and warrants that none of Plaintiffs' claims in the Action nor any Released Claim has been or will be assigned, encumbered, or in any manner transferred in whole or in part. Plaintiffs' Counsel further represent and warrant that each Plaintiff owned shares of Caribou stock prior to the public announcement of the Transaction.

31. Each signatory to this Stipulation represents and warrants that he or she is fully authorized to enter into the Stipulation.

32. Each party represents and warrants that the party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, as the party deems necessary and advisable.

ENTIRE AGREEMENT

33. This Stipulation and the attached exhibits constitute the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous oral or written agreements, understandings, or representations. All of the exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of all exhibits are expressly made part of this Stipulation. This Stipulation replaces the MOU, which shall be of no further force or effect upon execution of this Stipulation.

INTERPRETATION

34. Each term of this Stipulation is contractual and not merely a recital.

35. This Stipulation will be deemed to have been mutually prepared by the parties and will not be construed against any of them by reason of authorship.

36. Section and/or paragraph titles have been inserted for convenience only and will not be used in determining the terms of this Stipulation.

37. The terms and provisions of this Stipulation are intended solely for the benefit of the Released Persons, the Class, and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights or remedies upon any other person or entity.

AMENDMENTS

38. This Stipulation may not be amended, changed, waived, discharged, or terminated (except as explicitly provided herein), in whole or in part, unless agreed to in writing by the parties to this Stipulation.

COUNTERPARTS

39. This Stipulation may be executed in any number of actual, telecopied, or electronically mailed counterparts and by each of the different parties on several counterparts, each of which when so executed and delivered will be an original. This Stipulation will become effective when the actual or telecopied counterparts have been signed by each of the parties and delivered to the other parties. The executed signature page(s) from each actual, telecopied, or electronically mailed counterpart may be joined together and attached and will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Stipulation, dated June 23, 2014 to be executed by their duly authorized attorneys.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

Dated: June 23, 2014.

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Dated: June 23, 2014.

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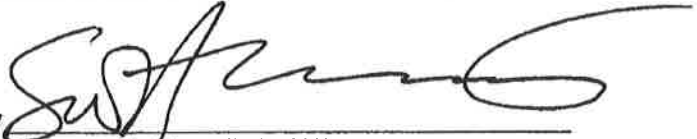
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SARAH PALISI CHAPIN AND
PHILIP H. SANFORD**

Dated: June 23, 2014.

GASKINS BENNETT BIRRELL SCHUPP LLP

By 

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By 

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**ATTORNEYS FOR DEFENDANTS
JAB BEECH, INC. AND
PINE MERGER SUB, INC.**

EXHIBIT A

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
CASE TYPE: CIVIL

IN RE CARIBOU COFFEE COMPANY, INC.
SHAREHOLDER LITIGATION

Lead Case No. 27-CV-12-24893

The Honorable Laurie J. Miller

This Document Related to:

ALL ACTIONS

**SCHEDULING AND
PRELIMINARILY APPROVAL ORDER**

The parties to the consolidated class action captioned *In re Caribou Coffee Company, Inc. Shareholder Litigation* (No. 27-CV-12-24893) (the "Action") pending before the District Court of the Fourth Judicial District, Hennepin County, Minnesota (the "Court"), having applied pursuant to Minnesota Rule of Civil Procedure 23.05 for an order preliminarily approving the proposed settlement of the Action in accordance with the Stipulation and Agreement of Compromise, Settlement, and Release entered into by the parties on _____, 2014 (the "Stipulation" or "Settlement"), upon the terms and conditions set forth in the Stipulation; the Court having read and considered the Stipulation and accompanying documents; and all parties having consented to the entry of this Order.

NOW, THEREFORE, effective this ____ day of _____, 2014, upon application of the parties, **IT IS HEREBY ORDERED** that:

1. The Court hereby adopts and incorporates the Stipulation into this Order.
2. Solely for purposes of the Settlement, the Action shall be certified and maintained as a non-opt-out class action pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), on behalf of a class consisting of all record holders and beneficial owners of

common stock of Caribou Coffee Company, Inc. (“Caribou”) at any time during the period beginning on and including November 19, 2012 through and including January 24, 2013, the date of the filing of the certificate of the merger pursuant to the Merger Agreement, including the legal representatives, heirs, successors in interest, transferees and assigns of all such foregoing holders and/or owners, immediate and remote, and excluding the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest (the “Settlement Class”).

3. The proposed Settlement, as embodied in the Stipulation and the exhibits attached thereto, is preliminarily approved as fair, reasonable, and adequate pending a final hearing on the proposed Settlement as provided herein.

4. A hearing (the "Settlement Hearing") shall be held on _____, 2014 at _____.m. in the District Court of the Fourth Judicial District, Hennepin County, Minnesota, at _____, to:

- a. determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate;
- b. determine whether the Order and Final Judgment should be entered in the Action pursuant to the Stipulation;
- c. hear and determine any objections to any aspect of the Settlement; and
- d. consider the application of Plaintiffs’ Counsel for an award of attorneys' fees and expenses and request for a payment of a fee to one of the Plaintiffs for its participation in the Action.

5. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind to the Class.

6. The Court reserves the right to approve the Settlement at or after the Settlement Hearing or without a hearing with such modification(s) as may be consented to by the parties to the Stipulation and without further notice to the Class.

7. Within twenty (20) business days after the date of this Order, Caribou or its successor entity shall cause a notice of the Settlement Hearing in substantially the form annexed as Exhibit B to the Stipulation (the “Notice”) to be mailed to all shareholders of record that are members of the Class at their last known address appearing in the stock transfer records maintained by or on behalf of Caribou. All shareholders of record in the Class who were not also the beneficial owners of the shares of Caribou common stock held by them of record shall be requested to forward the Notice to such beneficial owners of those shares. Caribou or its successor entity shall use reasonable efforts to give notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

8. The form and method of notice specified herein is the best notice practicable and shall constitute due and sufficient notice of the Settlement Hearing to all persons entitled to receive such notice, and fully satisfies the requirements of due process, Minnesota Rule of Civil Procedure 23, and applicable law. Defense counsel shall, at least ten (10) calendar days prior to the date of the Settlement Hearing directed herein, file with the Court proof of mailing of the Notice.

9. Any confirmatory discovery, as agreed to by the parties and as set forth in the Stipulation, shall be concluded on or before the Notice is disseminated.

10. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until

further order of this Court. Pending final determination of whether the Settlement should be approved, Plaintiffs, Class Counsel, and all members of the Class, are barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action that asserts any Released Claim against any Released Person.

11. Any member of the Class who objects to any aspect of the Settlement and/or the Order and Final judgment to be entered in the Action, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person other than Class Counsel and counsel for the Defendants shall be heard and no papers, briefs, pleadings, or other documents submitted by any member of the Class shall be considered by the Court unless, not later than ten (10) calendar days prior to the Settlement Hearing directed herein (a) a written notice of intention to appear; (b) proof of membership in the Class; (c) a detailed statement of the objections by the member of the Class to any matters before the Court; and (d) the grounds therefor or the reasons why such member of the Class desires to appear and be heard, as well as all documents or writings such person desires the Court to consider, are filed by such person with the Court, and, on or before such filing, are served by hand or first class mail on the following counsel of record:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Plaintiffs' Lead Counsel & Class Counsel

Frank A. Taylor
Patrick S. Williams
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157
Counsel for the Caribou Defendants

Paul J. Lockwood
Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
920 North King Street
Wilmington, DE 19801
(302) 651-3000
Counsel for the JAB and Pine Merger Sub, Inc. Defendants

12. Any member of the Class who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding, unless the Court orders otherwise.

13. Plaintiffs shall file and serve their opening brief in support of the Settlement and application for attorneys' fees and expenses no later than fourteen (14) business days prior to the Settlement Hearing. If any objections to the Settlement are received or filed, Plaintiffs and/or Defendants may file and serve a brief response to those objections no later than five (5) business days prior to the Settlement Hearing.

14. The Stipulation and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption, concession, or admission by any Released Person or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiffs or Plaintiffs' Counsel, the Class, or any present or former stockholders of Caribou, or any other person, has suffered any damage attributable in any manner to any Released Person. The existence of the Stipulation, its contents, and any negotiations, statements, or proceedings in connection

therewith, shall not be offered or admitted into evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. Notwithstanding the foregoing upon the Effective Date of the Settlement, any of the Released Persons may file the Stipulation, or any judgment or order of the Court related hereto, in any other action that may be brought against them, in order to support any and all defenses or counterclaims based on res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

15. If the Settlement is approved by the Court following the Settlement Hearing, a Final Order and Judgment will be entered as described in the Stipulation.

16. If the Settlement, including any amendment made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof made with the consent of the parties as provided for in the Stipulation), and any certifications herein and any actions taken or to be taken in connection therewith (including this Scheduling Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect, except for Caribou's obligation to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. In that event, neither the Stipulation, nor any provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the negotiation thereof by any party shall be deemed an admission or received as evidence in this or any other action or proceeding.

17. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to members of the Class.

Date _____

The Honorable Laurie J. Miller
Judge of District Court

EXHIBIT B

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Other Civil

IN RE CARIBOU COFFEE COMPANY, INC.
SHAREHOLDER LITIGATION

Lead Case No. 27-CV-12-24893

The Honorable Laurie J. Miller

This Document Related to:

ALL ACTIONS

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED CLASS ACTION DETERMINATION,
PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF CARIBOU COFFEE COMPANY, INC. (“CARIBOU”) AT ANY TIME DURING THE PERIOD BEGINNING ON AND INCLUDING NOVEMBER 19, 2012 THROUGH AND INCLUDING JANUARY 24, 2013, THE DATE OF THE FILING OF THE CERTIFICATE OF MERGER WHEREBY CARIBOU WAS ACQUIRED BY JAB BEECH INC. AND PINE MERGER SUB INC. FOR \$16.00 PER SHARE IN CASH FOR EACH SHARE OF CARIBOU COMMON STOCK

THIS NOTICE HAS BEEN SENT TO YOU PURSUANT TO AN ORDER OF THE DISTRICT COURT COUNTY OF RAMSEY STATE OF MINNESOTA PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE RELEASED CLAIMS (AS DEFINED HEREIN).

IF YOU HELD OR TENDERED THE COMMON STOCK OF CARIBOU FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

I. PURPOSE OF NOTICE

The purpose of this Notice is to inform you of the proposed settlement (the “Settlement”) of the above-captioned lawsuit (the “Action”) pending in the District Court of the Fourth Judicial District, Hennepin County, Minnesota (the “Court”). The complete terms of the Settlement are

set forth in the Stipulation and Agreement of Compromise, Settlement and Release (“Stipulation”), which has been filed with the Court and can be viewed at www.____.com. This Notice also informs you of the Court’s certification of the Class (as defined below) for purposes of the Settlement and your right to participate in a hearing to be held on _____, 2013, at ____ _ .m. Central Time, before the Court at the [NAME AND ADDRESS] (“Settlement Hearing”) to (a) determine whether the Court should approve the Settlement as fair, reasonable, adequate; (b) determine whether the law firm of Robbins Geller Rudman Dowd LLP (“Robbins Geller”) (“Lead Counsel” or “Class Counsel”) has adequately represented the interests of the Class in the Action; and (c) consider other matters, including a request by Plaintiffs and Class Counsel for an award of attorneys’ fees expenses, and payment of a fee to one of the Plaintiffs for their participation in the Action.

The Court has determined that, for purposes of the Settlement only, the Action shall be maintained as a non-opt-out class action under Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), by the Plaintiffs in the Action as Class representatives, on behalf of a class consisting of all record holders and beneficial owners of common stock of Caribou Coffee Company, Inc. (“Caribou”) at any time during the period beginning on and including November 19, 2012 through and including January 24, 2013, the date of the filing of the certificate of the merger pursuant to the Merger Agreement with JAB Beech Inc. and Pine Merger Sub Inc. (together, “JAB”) (the “Class”). The Class includes the legal representatives, heirs, successors in interest, transferees and assigns of all such foregoing holders and/or owners, immediate and remote, and excludes the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest.

This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the parties to the Action will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice on the merits.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

II. BACKGROUND OF THE ACTIONS

The Action arises out of a merger agreement between and among Caribou and JAB pursuant to which JAB agreed to acquire all of the outstanding shares of Caribou.

On December 17, 2012, Caribou announced that, pursuant to a definitive merger agreement (“Merger Agreement”), Caribou agreed to be acquired by JAB for \$16.00 per share in cash for each share of Caribou common stock through a cash tender offer to purchase all outstanding shares of Caribou followed by a merger in which the remaining shares were to be canceled and converted into a right to receive cash (the “Transaction”). The Form 8-K that publicly discloses this event was filed on December 17, 2012, with the United States Securities and Exchange Commission (“SEC”) and is hereby incorporated herein by this reference together with all other publicly filed documents that relate to the Transaction. Documents and papers filed with the SEC may be viewed at www.sec.gov and by then following prompts.

On December 21, 2012, JAB made an offer to purchase all shares of Caribou at a price of \$16.00 per share on terms and conditions set forth in an Offer to Purchase that was publicly filed with the SEC as part of JAB’s Schedule TO filed publicly with the SEC (the “Tender Offer”).

On December 21, 2012, Caribou filed a Solicitation and Recommendation Statement on Schedule 14D-9 (“14D-9”) with the SEC.

Between December 18, 2012 and January 2, 2013, Plaintiffs Greentech Research LLC, James Randolph Richeson, Suketu Shah, Jay Schufman, Mary Arciero, Thomas McCormack, Delmar Bishop, and Ryan David Harrigill (together “Plaintiffs”), as shareholders of Caribou, filed or served various lawsuits in the Fourth Judicial District Court of Hennepin County, Minnesota alleging, among other things, that Caribou and its Board of Directors breached their fiduciary duties in connection with the consideration and approval of the Transaction, and that JAB aided and abetted those alleged breaches of fiduciary duty. These actions were consolidated into the Action by Order of the Court dated December 31, 2012.

On December 21, 2012, Chief Judge Abrams entered an Order companioning the actions that had been filed and would be filed that related to the Transaction. The State Court’s Order is incorporated herein by this reference.

Between December 21, 2012 and December 27, 2012, Plaintiffs filed Motions to, *inter alia*, consolidate the cases, appoint a leadership structure and expedite proceedings in connection with Plaintiffs’ efforts to preliminarily enjoin the Tender Offer.

Between December 27, 2012 and December 31, 2012, the parties in the Litigation conferred regarding consolidation, a leadership structure, expedited proceedings, and a confidentiality agreement, and then jointly presented Judge Meyer with agreed proposed Orders on these issues.

On December 31, 2012, Judge Meyer entered Orders, *inter alia*, consolidating Plaintiffs’ actions, appointing Plaintiff James Randolph Richeson as the Lead Plaintiff and Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) as Lead Counsel and Reinhardt, Wendorf &

Blanchfield as Liaison Counsel, setting forth a schedule regarding expedited proceedings, including a January 18, 2013 preliminary injunction hearing date, a list of documents to be produced by Defendants to Plaintiffs by January 4, 2013, and allowing plaintiffs to take the depositions of Defendants Gary A. Graves (Caribou's Chairman) and Kip R. Caffey (Caribou Director) and a representative of Caribou's financial advisor, Moelis & Company LLC ("Moelis") prior to the hearing date. Judge Meyer's Orders are incorporated herein by this reference.

On or about January 4, 2013, Defendants produced documents to Plaintiffs pursuant to Judge Meyer's Orders and a Confidentiality Agreement negotiated by the parties.

On January 7, 2013, the parties began discussions regarding Plaintiffs' demands for changes to the 14D-9 and to the Transaction, including shareholder dissenter rights in an effort to resolve the Action.

On January 10, 2013, Plaintiffs filed their motion for preliminary injunction and supporting papers.

On January 11, 2013, Plaintiffs took the deposition of John Collins of Moelis, financial advisor to Caribou for the Transaction.

On or around January 14, 2013, after difficult, extensive, detailed and very lengthy negotiations between the parties, the parties reached an agreement in principle for the settlement of the Action on certain terms and conditions, and entered into a memorandum of understanding ("MOU") setting forth the material terms of the settlement.

Pursuant to the MOU, on January 14, 2013, Caribou filed an Amended Schedule 14D-9 with the SEC containing, among other things, the additional disclosures agreed to in connection

with the MOU and as reflected in Exhibit A and providing modifications to the dissenters' rights provision.

On January 14, 2013, the Tender Offer closed in accordance with its terms.

On January 24, 2013, JAB acquired the remaining shares of Caribou via a "short-form" merger that closed on January 24, 2013.

The parties thereafter engaged in confirmatory discovery consisting of an additional production of documents and the depositions of three directors and/or officers of Caribou. Plaintiffs took the deposition of Gary Graves (former Chairman of the Caribou Board) on March 19, 2013, the deposition of Kip Caffey (former Caribou Director) on March 20, 2013 and the deposition of Michael Tattersfield (former President, Chief Executive Officer and Director of former Caribou) on March 21, 2013.

On April 26, 2013, Plaintiffs' counsel advised defendants' counsel that Plaintiffs did not require any further confirmatory discovery.

On or about June 24, 2013 while the Parties were negotiating the Stipulation, Defendants informed Plaintiffs that a potential conflict had been brought to their attention regarding their internal auditor, Ernst & Young.

Plaintiffs sought additional confirmatory discovery from Defendants and issued a subpoena to Ernst & Young based on this new information.

On October 7, 2013 and October 25, 2013, Ernst & Young produced documents in response to Plaintiffs' subpoena.

Plaintiffs continued to seek additional documents regarding the potential conflict after review of the Ernst & Young documents.

On January 2, 2014 Defendants filed a motion for protective order.

The motion for protective order was fully briefed and argued on January 16, 2014.

On April 10, 2014 the Court issued an Order granting Defendants' motion for protective order. After the Court issued the Order granting Defendants' motion for protective order, the parties engaged in further negotiations and reached a full settlement of the Action on the terms and conditions set forth in the Stipulation (the "Settlement"), which Settlement the parties hereto believe is in the best interests of the parties, and each of them.

All parties recognize the time and expense that would be incurred by further litigation, the uncertainties and risks inherent in such litigation, and that the interests of the parties, including the absent member of the putative class, would best be served by a settlement of the Action.

Plaintiffs and Plaintiffs' Counsel have determined that the Settlement is fair, reasonable, adequate and in the best interest of the Settlement Class (as defined herein).

Each Defendant vigorously denies any and all wrongdoing or liability with respect to all claims, events, and transactions complained of in the Action. Each Defendant specifically denies that any Litigation Disclosure as contemplated by the MOU was or is required under any applicable rule, statute, regulation or law, including both federal and state law, or that the information disclosed in the document attached as Exhibit A is required to be disclosed under federal or state law. The Defendants, and each of them, believe that they have valid and good defenses to the causes of action that were or could have been brought in the Action, and fully and completely discharged all duties including, but not limited to, any fiduciary duties. Defendants have entered into this Settlement and agreed to make Litigation Disclosures and modifications to the dissenters' rights provision solely to (i) secure and in consideration of receiving the full and complete release contemplated by this Settlement; (ii) avoid the substantial expense, burden, and

risk of continued litigation; (iii) dispose of potentially burdensome and protracted litigation; and (iv) to obtain a full and final release, discharge and dismissal, with prejudice, of the claims asserted in the Action and bring the Action to a full and final resolution.

Each Defendant specifically denies having committed, or aided and abetted, any violation of law or breach of duty, including, but not limited to, breach of any duty to Caribou's shareholders.

There has been no admission or finding of facts or adjudication of liability by or against any party, and nothing herein should be construed as such.

Defendants acknowledge that the pendency and prosecution of the Action and the negotiations between Class Counsel and Defendants' counsel, in conjunction with the papers filed, discovery taken, and negotiation held in the Action, were the sole facts in the decision to make the additional disclosures.

III. SETTLEMENT AND PARTICIPATION IN THE SETTLEMENT

In consideration for the Settlement and the release of all Released Claims (see Section IV below), the Caribou Defendants agreed to make certain additional disclosures in its 14D-9 (filed with the SEC on January 14, 2013), which addressed issues identified by Plaintiffs and Class Counsel as set forth in the Complaints in the Action and raised during discussions and correspondence between Class Counsel and counsel for the Defendants. The issues raised by Plaintiffs and Class Counsel, for which Defendants have made certain additional disclosures, included, but were not limited to, the Background of the Offer, Financial Projections, and the Financial Analysis of the Company. These additional disclosures were provided to shareholders in an Amendment to the 14D-9 on January 14, 2013. A copy of the Amendment is available at: <http://www.sec.gov/Archives/edgar/data/1332602/000119312513012050/d468115dsc14d9a.htm>.

Defendants also agreed that Caribou will also provide dissenters' rights modifications as follows:

(a) Caribou extended the period by which Caribou shareholders may demand payment under MBCA Section 302A.473, Subd. 4(b) from within 30 days after the notice is given pursuant to MCBA Section 302A.473, Subd. 4(a) to within 60 days of said notice; and (b) Defendants will waive all rights to seek attorneys' fees in connection with a dissenters' rights proceeding pursuant to the Minnesota dissenters' rights statute, MBCA Section 302A.473, Subd. 8, from any Caribou shareholders who properly demand dissenters' rights under Minnesota law; provided, however, that Defendants reserve all rights under any other applicable law or court rules. Defendants acknowledge that the decision to make the supplemental disclosures and provide dissenters' rights modifications was a result of the prosecution of the Action and extensive arms-length negotiations between counsel for Plaintiffs and Defendants.

IV. RELEASES

The Stipulation provides that, subject to Court approval of the Settlement, (a) pursuant to Minnesota Rule of Civil Procedure 23, for good and valuable consideration, the Action shall be dismissed on the merits with prejudice as to all Defendants and against all members of the Class, and (b) all Released Claims (as defined below) shall be completely, fully, finally, and forever released, relinquished, settled, discharged, and dismissed with prejudice and without costs, as to all Released Persons. "Released Claims" means any and all claims, demands, rights, actions and causes of action (including any and all claims for costs, attorneys' fees or expenses and including any and all claims arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States and including any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation promulgated pursuant thereto), whether legal or equitable or any other kind, derivative or direct, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, material or

immaterial, matured or unmatured, which any of the Plaintiffs or any member of the Class ever had, now has or hereafter can, shall or may have arising from the acts, omissions or failures to act, arising out of their capacity as Caribou shareholders, whether directly, derivatively, representatively or in any other capacity against any of the Released Persons by reason of, or arising out of, or relating to, or in connection, directly or indirectly, with: (i) the facts, matters, transactions, actions or conduct that were alleged or could have been alleged in the Action; (ii) the Transaction; (iii) the Merger Agreement; (iv) any other agreements, contracts, actions or approvals relating to the foregoing; (v) the negotiations relating to the foregoing; (vi) the Tender Offer; and (vii) the 14D-9, the Schedule TO or any other disclosures made in connection with any of the foregoing, by or on behalf of the Plaintiffs in the Action and any member of the Class (or any of their legal representatives, heirs, successors in interest, transferees and assigns). Released Persons means Defendants and all of the Defendants' past or present affiliates, parents, subsidiaries, general partners, limited partnership partners and partnerships; their respective present and former officers and directors, employees, agents, attorneys, legal counsel, advisors, insurers, accountants, trustees, members, managers, financial advisors, commercial banks, lenders, persons who provided opinions relating to the Transaction, investment bankers, associates, and representatives, and their respective heirs, executors, personal representatives, estates, administrators, successors and assigns. The Released Claims shall not include any properly perfected claim for dissenters' rights pursuant to the Minnesota Business Corporation Act or claims to enforce the Settlement. The Hennepin County District Court shall have continuing jurisdiction to enforce the terms of the Settlement.

If the Settlement becomes final, the Releases will extend to claims that the parties granting the releases, including each member of the Class (the "Releasing Persons") may not

know or suspect to exist at the time of the Release, which, if known, might have affected the Releasing Person's decision to enter into this Release, accept the Settlement, or whether or how to object to the Court's approval of the Settlement. The Releasing Persons shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In addition, the Releasing Persons shall be deemed to relinquish, to the extent they are applicable, and to the fullest extent permitted by law, the provisions, rights, and benefits of any law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code. The Releasing Persons are deemed to have settled and released fully, finally, and forever any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. Defendants release all claims against Plaintiffs, members of the Class, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Action. The parties to the Stipulation acknowledged that the foregoing waiver was separately bargained for and is a material term of the Settlement.

V. REASONS FOR THE SETTLEMENT

Plaintiffs' Counsel has reviewed and analyzed the facts and circumstances relating to the claims asserted in the Actions, as known by Plaintiffs and Plaintiffs' Counsel to date, including by conducting numerous arm's length discussions with counsel for the Defendants, taking depositions, and analyzing numerous non-public documents produced by the Defendants,

documents obtained through public sources, applicable case law, and other authorities, and consultations with independent financial experts. Based on this diligent investigation, Plaintiffs in the Action have decided to enter into a Stipulation and settle the Actions based upon the terms and conditions hereinafter set forth, after taking into account, among other things, (a) the benefits to the Class (as defined below) from the litigation of the Action and the Settlement; (b) the additional disclosures obtained for Caribou shareholders that Plaintiffs' Counsel believe provided material information that directly addressed Plaintiffs' allegations and allowed Caribou shareholders to cast a fully informed vote on the Transaction; (c) the risks of continued litigation in this Action; and (d) the conclusion reached by Plaintiffs and Class Counsel that the Settlement upon the terms and provisions set forth herein is fair, reasonable, adequate, and in the best interests of the Class (as defined below) and resulted in a material benefit to them.

Defendants have denied, and continue to deny, any wrongdoing or liability with respect to all claims, events, and transactions complained of in the Action, or to the Class, and each Defendant specifically denies that any further additional disclosure was required under any applicable rule, statute, regulation or law, or that the additional information disclosed in Exhibit A to the MOU was required to be disclosed. Defendants further deny that they engaged in any wrongdoing, that they committed any violation of law, that they breached any fiduciary duties or acted in bad faith or otherwise acted in an improper manner, and deny that any failure to act was improper, but state that they have entered into this Settlement in order to (a) avoid the substantial expense, burden, and risk of continued litigation; (b) dispose of potentially burdensome and protracted litigation; and (c) to finally put to rest and terminate the claims asserted in the Action and dispel any uncertainty that may exist as a result of the pendency of the litigation.

VI. APPLICATION FOR ATTORNEYS' FEES, AWARD, AND EXPENSES

The parties agree that throughout the course of the Action all parties and their counsel complied with the provisions of Rule 11 of the Minnesota Rules of Civil Procedure. Plaintiffs and Plaintiffs' Counsel intend to petition the Court for an award of attorneys' fees and expenses, including costs, disbursements, and expert and consultant fees. Defendants reserve their right to oppose the application for attorneys' fees and expenses. Caribou or its successor in interest shall pay the attorneys' fees and expenses awarded by the Court pursuant to the terms of the Stipulation.

Resolution of Class Counsel's request for an award of attorney's fees and expenses shall not be a precondition to this Settlement or to the dismissal with prejudice of the Actions. Any failure of the Court to approve a request for attorneys' fees in whole or in part shall have no impact on the effectiveness of the settlement set forth in the Stipulation. Plaintiffs and Class Counsel expressly reserve their right to seek an award of attorneys' fees and costs if the Settlement is not approved by the Court, which the Defendants may oppose.

VII. CLASS ACTION DETERMINATION

The Court has ordered that, for purposes of the Settlement only, the Action shall be maintained as a class action pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), with the Class defined as set forth above.

Inquiries or comments about the Settlement may be directed to the attention of Class Counsel as follows:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Plaintiffs' Lead Counsel & Class Counsel

VIII. SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing, which will be held on [_____, 20_] at [X:XX x].m. Central Time, in the District Court of the Fourth Judicial District of Hennepin County, Minnesota, at the [NAME & ADDRESS], to (a) determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate; (b) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation; (c) consider the application of Class Counsel for an award of attorneys' fees and expenses; (d) hear and determine any objections to the Settlement or the application of Class Counsel for an award of attorneys' fees and expenses; and (e) to rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind to the Class. The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the parties to the Stipulation and without further notice to the Class.

IX. RIGHT TO APPEAR AND OBJECT

Any member of the Class who objects to any aspect of the Settlement and/or the request by Class Counsel for an award of attorneys' fees and expenses; or otherwise wishes to be heard, may file a written objection containing the reasons for the objection and may appear in person or by his or her or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant. If you want to appear at the Settlement Hearing, however, you must, not later than ten (10) calendar days prior to the Settlement Hearing, file with the District Court of the Fourth Judicial District of Hennepin County, Minnesota, at [NAME & ADDRESS], the following: (a) a written notice of intention to appear if you or your counsel intend to appear; (b) proof of your membership in the Class; (c) a statement of your objections to any matters before

the Court; and (d) the grounds thereof or the reasons for your objections, as well as documents or writings you desire the Court to consider. Also, on or before the date you file such papers, you must serve them by hand or first class mail upon each of the following attorneys of record:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Plaintiffs' Lead Counsel & Class Counsel

Frank A. Taylor
Patrick S. Williams
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Counsel for the Caribou Defendants

Paul J. Lockwood
Skadden, Arps, Slate, Meagher & Flom, LLP
One Rodney Square
920 N. King Street
Wilmington, DE 19801
Counsel for JAB Defendants

Any Class member who does not object to the Settlement or the request by Class Counsel for an award of attorneys' fees or expenses need not do anything at this time.

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the Class action determination, or the judgment to be entered in the Action, or otherwise to be heard, except by serving and filing written objections as described above.

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including the right to appeal) and will be forever barred from raising such objection in this or any other action or proceeding.

X. INTERIM INJUNCTION

Pending Final Approval of the Settlement, members of the Class are barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action that asserts any Released Claim against any Defendants.

XI. ORDER AND FINAL JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, and adequate to the Class, the parties will ask the Court to enter an Order and Final Judgment, which will, among other things:

1. Approve the Settlement and adjudge the terms thereof to be fair, reasonable, and adequate to members of the Class pursuant to Minnesota Rule of Civil Procedure 23.05;
2. Authorize and direct the performance of the Settlement in accordance with the terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement provided herein; and
3. Dismiss the Action, with prejudice, on the merits and release Defendants, and each of them, and all Released Person from the Released Claims.

XII. NOTICE TO THOSE HOLDING STOCK FOR THE BENEFIT OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of Caribou common stock for the benefit of others are directed to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies may be made to:

[CONTACT INFORMATION FOR NOTICE ADMINISTRATOR]

XIII. SCOPE OF THE NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport

to be comprehensive. For the full details of the Action, claims asserted by the parties and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the Court files in the Action. You or your attorney may examine the Court files during regular business hours of each business day at the office of the District Court of the Second Judicial District of Ramsey County, Minnesota, at the [NAME & ADDRESS]. You may also view the Stipulation and all of its exhibits at [www. ____ .com](http://www.____.com). Questions or comments may be directed to Class Counsel [insert phone numbers for class counsel]:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Plaintiffs' Lead Counsel & Class Counsel

DO NOT WRITE OR TELEPHONE THE COURT.

EXHIBIT C

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
Case Type: Other Civil

IN RE CARIBOU COFFEE COMPANY, INC.
SHAREHOLDER LITIGATION

Lead Case No. 27-CV-12-24893

The Honorable Laurie J. Miller

This Document Related to:

ALL ACTIONS

ORDER AND FINAL JUDGMENT

A hearing was held before this Court (the “Court”) on _____, 2014, pursuant to the Court's Order of _____, 2014 (the “Preliminary Approval Order”), upon a Stipulation and Agreement of Compromise, Settlement, and Release, filed on _____, 2014 (the “Stipulation”), in the consolidated class action captioned *In re Caribou Coffee Company, Inc. Shareholder Litigation* (No. 27-CV-12-24893) (the “Action”). The Court finds as follows:

1. The Stipulation was voluntarily entered into by the parties;
2. The Preliminary Approval Order was voluntarily entered into by the parties;
3. The Preliminary Approval Order and Stipulation are incorporated herein by reference;
4. Plaintiffs’ Counsel has advised the Court that based on discovery taken in the action, legal analysis and other factors, Plaintiffs and Plaintiffs’ Counsel are satisfied that the Settlement is fair, reasonable, adequate and in the best interests of the Class;
5. Due notice of this hearing was given in accordance with the Preliminary Approval Order;

6. Notice was adequate, proper and sufficient and satisfies both due process requirements and the Minnesota Rules of Civil Procedure;

7. The parties appeared by and through their attorneys of record;

8. There were no objections to the Settlement [or the Court finds the objections to be without merit];

9. The attorneys for the respective parties support of Settlement;

10. An opportunity to be heard was given to all other persons desiring to be heard as provided in the Notice; and

11. The Court considered all other matters of record and in the public domain that relate to this matter.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this ____ day of _____, 2014 as follows:

1. Unless otherwise defined herein, all defined terms shall have the meanings as set forth in the Stipulation.

2. The Notice of Pendency of Class Action, Proposed Class Action Determination, Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear concerning the Action (the "Notice") was given to the Class (as defined herein) pursuant to and in the manner directed by the Preliminary Approval Order; proof of the mailing of the Notice was filed with the Court; and full opportunity to be heard has been offered to all parties, the Class; and persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Minnesota Rule of Civil Procedure 23, due process, and applicable law, and it is

further determined that all members of the Class are bound by the Order and Final Judgment herein.

3. Based on the record in the Action, each of the provisions of Minnesota Rule of Civil Procedure 23 has been satisfied, and the Action has been properly maintained according to the provisions of Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b). Specifically, this Court finds that (a) the Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Plaintiffs as representative Plaintiffs are typical of the claims of the Class; and (d) the Class Plaintiffs and their counsel have fairly and adequately protected and represented the interests of the Class.

4. The Action is hereby finally certified as a non-opt-out class action, pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), on behalf of a class consisting of all record holders and beneficial owners of common stock of Caribou Coffee Company, Inc. (“Caribou”) at any time during the period beginning on and including November 19, 2012 through and including January 24, 2013, the date of the filing of the certificate of the merger pursuant to the Merger Agreement, including within the class the legal representatives, heirs, successors in interest, transferees and assigns of all such foregoing holders and/or owners, immediate and remote, and excluding the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest (the “Class”). The Court finally certifies the law firm of Robbins Geller Rudman & Dowd LLP as lead counsel for Plaintiffs in the Action (“Class Counsel”) and the law firm of Reinhardt, Wendorf & Blanchfield as liaison counsel for the Plaintiffs in the Action.

5. The Settlement is fair, reasonable, and adequate to the Class, and is hereby approved pursuant to Minnesota Rule of Civil Procedure 23.05. The parties to the Stipulation are

hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions, and the Clerk is directed to enter and docket this Order and Final Judgment in the Action.

6. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement and this Final Judgment and over all parties to the Action.

7. The Action and the claims asserted therein are hereby dismissed on the merits with prejudice as to all Defendants in the Action and against all members of the Class on the merits and, except as provided in the Stipulation, without fees or costs (except as provided below in paragraph 12).

8. Any and all claims, demands, rights, actions and causes of action (including any and all claims for costs, attorneys' fees or expenses and including any and all claims arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States and including any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation promulgated pursuant thereto), whether legal or equitable or any other kind, derivative or direct, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, material or immaterial, matured or unmatured, which any of the Plaintiffs or any member of the Class ever had, now has or hereafter can, shall or may have arising from the acts, omissions or failures to act, arising out of their capacity as Caribou shareholders, whether directly, derivatively, representatively or in any other capacity against any of the Released Persons by reason of, or arising out of, or relating to, or in connection, directly or indirectly, with: (i) the facts, matters,

transactions, actions or conduct that were alleged or could have been alleged in the Action, (ii) the Transaction; (iii) the Merger Agreement; (iv) any other agreements, contracts, actions or approvals relating to the foregoing; (v) the negotiations relating to the foregoing; (vi) the Tender Offer; and (vii) the 14D-9, the Schedule TO or any other disclosures made in connection with any of the foregoing (the “Released Claims” or “Releases”), by or on behalf of the Plaintiffs in the Action and any member of the Class (or any of their legal representatives, heirs, successors in interest, transferees and assigns), against any and all of the Defendants’ past or present affiliates, parents, subsidiaries, general partners, limited partnership partners and partnerships; their respective present and former officers and directors, employees, agents, attorneys, legal counsel, advisors, insurers, accountants, trustees, members, managers, financial advisors, commercial bank lenders, persons who provided opinions relating to the Transaction, investment bankers, associates, and representatives, and their respective heirs, executors, personal representatives, estates, administrators, successors and assigns (collectively, the “Released Persons”), shall be individually and collectively, completely fully, finally, and forever released, relinquished, and discharged; provided, however, that the Released Claims shall not include any properly perfected claim for dissenters’ rights pursuant to the MBCA, or claims to enforce the Settlement.

9. The releases extend to claims that the parties granting the releases, including each member of the Class (the “Releasing Persons”) may not know or suspect to exist at the time of the release, which, if known, might have affected the Releasing Persons’ decision to enter into this release or whether or how to object to the Court’s approval of the Settlement. The Releasing Persons shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

(a) In addition, the Releasing Persons shall be deemed to relinquish, to the extent they are applicable, and to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code. The Releasing Persons are deemed to have settled and released fully, finally, and forever any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. Defendants release all claims against Plaintiffs, members of the Class, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Action. The parties to the Stipulation acknowledged that the foregoing waiver was separately bargained for and is a material term of the Settlement.

10. Plaintiffs, Plaintiffs' Counsel, and all members of the Class, are barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action that asserts any Released Claim against any Released Person.

11. Neither the Stipulation, the Settlement, this Final Judgment, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement (a) is or may be construed or deemed evidence or, a presumption, concession, or admission by any Released Person or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise; (b) that Plaintiffs or Plaintiffs'

Counsel, the Class, or any present or former stockholders of Caribou, or any other person, has suffered any damage attributable in any manner to any Released Person; (c) is or may be construed as a presumption, concession, or admission by Plaintiffs, any member of the Class, or Plaintiffs' Counsel of any infirmity of the Released Claims; or (d) shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked., or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. This provision shall remain in force in the event that the Settlement is terminated. Notwithstanding the foregoing, any of the Released Persons upon the Effective Date may file the Stipulation or any judgment or order of the Court related hereto in any other action that may be brought against them, in order to support any and all defenses or counterclaims based on res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

12. Plaintiffs' Counsel are hereby awarded attorneys' fees and expenses in the amount of \$_____, which sum the Court finds to be fair, reasonable, and in accordance with applicable law, and which shall be paid to Plaintiffs' Counsel in accordance with the terms of the Stipulation.

13. The Court approves the payment of \$_____ to plaintiff James Richeson for his participation as lead plaintiff in the Action, which sum shall be paid in accordance with the terms of the Stipulation.

14. The effectiveness of the Order and Final Judgment and the obligations of Plaintiffs, Plaintiffs' Counsel, the Class, and the Defendants under the Settlement shall not be

conditioned upon or subject to the resolution of any appeal that relates solely to the issue of Plaintiffs' Counsel's application for an award of attorneys' fees and expenses.

15. The Court further orders, adjudges, and decrees that all other relief be, and is hereby, denied, and that this Order and Final Judgment disposes of all the claims and all the parties in the above-styled and numbered action.

16. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over implementation of the Settlement and all Parties for the purpose of construing; enforcing, and administering the Settlement.

Let Judgment Be Entered Accordingly.

Dated this ____ day of _____, 2014.

The Honorable Laurie J. Miller
Judge of the District Court