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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHER DISTRICT OF CALIFORNIA**

ALEXANDER PANVINI, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

ASAHI BEER U.S.A., INC.,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Alexander Panvini (“Plaintiff”) files this class action complaint on behalf of
2 himself and all others similarly situated against Asahi Beer U.S.A., Inc. (“Asahi” or
3 “Defendant”), and states as follows:

4 **INTRODUCTION**

5 1. This is a class action brought on behalf of consumers of Asahi Super Dry beer
6 (“Asahi Dry”) who have been led to believe that Asahi Dry is manufactured in and imported from
7 Japan. Asahi’s marketing and sale of Asahi Dry misleads consumers to believe the beer is
8 imported from Japan by using: (1) the name of the product itself – Asahi – which is a city located
9 in Japan; (2) Japanese lettering on the label which, in Japanese, describes the taste of the product;
10 (3) description of the product as the “most popular high-quality beer in Japan” and “Japan’s first
11 dry beer.” Defendant also misleads consumers to believe that Asahi Dry is brewed by a Japanese
12 brewery – namely, Asahi Breweries Limited – when in fact it is not, but rather it is brewed by
13 Molson in Canada.

14 2. Asahi also sells its Asahi Dry at prices substantially higher than other Canadian
15 beer, despite the fact that the beer is not from Japan, but rather is brewed in North America.

16 **JURISDICTION, VENUE AND PARTIES**

17 3. This Court has jurisdiction over this action pursuant to the Class Action Fairness
18 Act of 2005, 28 U.S.C. § 1332(d)(2) (“CAFA”). The matter in controversy, exclusive of interest
19 and costs, exceeds the sum or value of \$5,000,000, and there is diversity of citizenship between
20 some members of the proposed class and Defendant.

21 4. Venue is proper in the Northern District of California pursuant to 28 U.S.C. §
22 1391(b)(2) because Defendant caused harm to class members residing in this district.

23 5. Defendant Asahi is located at 3625 Del Amo Boulevard, Torrance, California
24 90503.

SUBSTANTIVE ALLEGATIONS

Asahi Dry is Marketed and Advertised as Being Imported from Japan

6. Imported beer is the fastest growing segment of the American beer market, nearly doubling in market share during the 1990s.¹

7. Asahi currently markets and sells Asahi Dry throughout the United States.

8. Defendant misleads consumers to believe that Asahi Dry is an imported beer from Japan through a number of means.



¹ John Tierney, *The State of American Beer: What's rising, what's fading, and what people are really drinking*, THE ATLANTIC (Apr. 15, 2014), (footnote continued on next page) <http://www.theatlantic.com/business/archive/2014/04/the-state-of-american-beer/360583/> (last visited April 12, 2016).

9. For example, the name of the product itself suggests to consumers that Asahi Dry is from Japan. Asahi is a city in Japan renowned for its high quality agriculture. The word Asahi translates into English as “Rising Sun,” a phrase synonymous with the nation of Japan.

10. Moreover, Defendant uses the statement “Japan’s No. 1 Beer” to express to the reasonable consumer that Asahi Dry is from Japan.

11. Most of the Asahi Dry sold around the world is brewed and exported from Japan. This is not true, however, for Asahi Dry sold in the United States. Rather, that beer is brewed in Toronto, Canada. Indeed, the Asahi Dry sold in the United States is not even brewed by Asahi, but rather by Molson.

12. Defendant compounds this misleading message that Asahi Dry is from Japan by using a number of phrases written in Japanese character on its label: For example, アサヒビール found on the bottom of the label translated to “Asahi beer.”





13. Additionally, Defendant uses the phrase “Karakuchi”—the Japanese word for dry in flavor— as well as its corresponding Japanese characters 辛口.²

14. Finally, the label uses the Japanese characters, スーパードライ, which translate into Super Dry.



² Esake.com, <http://www.esake.com/Knowledge/Glossary/glossary.html> (last visited Mar. 10, 2017).



15. Taken as a whole, the verbiage and iconography used on Defendant's label to believe that Asahi Dry is imported beer from Japan.

16. Defendant also falsely conveys on its website and in other marketing materials that Asahi Dry is imported from Japan. For example, Defendant states the following on its website:

With its refreshing barley flavor and crisp aftertaste, **Asahi Super Dry is by far the most popular high-quality beer in Japan. Since its debut in 1987 as Japan's first dry beer,** it has continued to improve the taste and excitement of beer. Its taste has set a new standard that is acknowledged around the world today.³

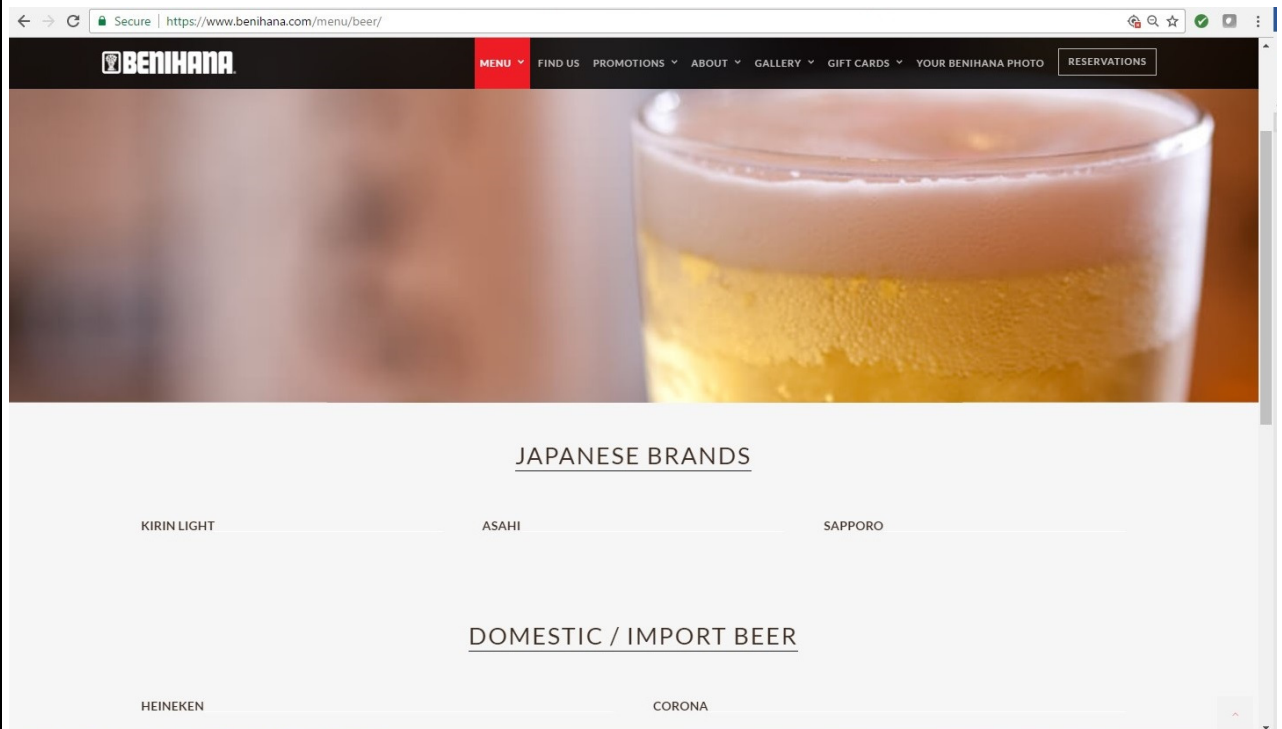
³ Asahi, <http://www.asahibeer.com/brands/beer/superdry/> (last visited Mar. 10, 2017) (emphasis added).

17. Defendant's website further states, "ASAHI SUPER DRY was introduced on March 17, 1987, as Japan's first KARAKUCHI draft beer, the culmination of an effort to reflect the customer's true preference in what they want from a beer."⁴

18. Although the company maintains the illusion that Asahi Dry is imported from Japan from Asahi Breweries, all Asahi Dry sold in the United States is brewed by Molson in Canada. Despite these origins, Asahi's marketing and advertising suggests that Asahi Dry is imported from Japan.

19. Most breweries proudly display the location where their products are brewed. Here, Defendant is misleading its customers to believe that Asahi Dry is imported from Japan, not brewed North America.

20. Restaurants that serve Asahi Dry similarly understand and represent it as being imported from Japan. For example, the Japanese restaurant chain Benihana lists Asahi as a Japanese brand:




⁴ Asahi, <http://www.asahibeer.com/brands/beer/superdry/story/> (last visited Mar. 10, 2017) (emphasis added).

21. Food markets and liquor stores also market Asahi Dry as being imported from Japan. For example:

Product Description Tags Reviews Order Information

Asahi Super Dry Lager 6pk bottles from Japan


Next product »







Asahi Super Dry 6pk
Sign up for price alert

Availability: In stock
Item #: 1313

Product Name	Price	Qty
Asahi Super Dry 6pk - EACH	\$8.99	<input type="text" value="0"/>
Asahi Super Dry 6pk - CSE (minimum quantity = 4)	\$8.99	<input type="text" value="0"/>

ADD TO CART 

 Pickup or Local Delivery

 Add to Wishlist
 Add to Compare
 Email to a Friend
[Be the first to review this product](#)

Product Description Tags Reviews Order Information

Asahi Super Dry Lager 6pk bottles from Japan

5

22. Defendant's misrepresentations cause confusion among consumers, who believe they are purchasing beer imported from Japan that has been brewed with Japanese ingredients, when, in fact, they are purchasing beer brewed in North America.

23. Defendant fails to adequately disclose Asahi Dry is made by Molson Canada in Toronto, Canada. In small non-descript writing, which is completely subsumed by Japanese

⁵ Surdyk's Liquor & Cheese Shop, <http://shop.surdyks.com/asahi-super-dry-6pk.html> (last visited Mar. 10, 2017).

phrases and icons, Asahi discloses Asahi Dry is brewed in Canada. However, the disclosure does not correct the false impression created by Defendant's extensive misrepresentations that Asahi Dry is brewed in Japan.

24. Consumer confusion is compound by the labeling claims made on Defendant's other beer products. For example, Defendant's Asahi Black beer prominently states it is "brewed and bottled by Asahi Breweries, Ltd. Tokyo, Japan."



25. Defendant knows that consumers are willing to pay more for Japanese beers that use Japanese ingredients due to their perception that they are of better quality, and believe they are paying costs associated with importing Japanese beer to the United States, over competing Canadian beers.

26. As a result of these unfair and deceptive practices, Defendant has likely collected millions of dollars from the sale of Asahi Dry that it would not have otherwise earned. Plaintiff and Class members paid money for beer that is not what it purports to be or what they bargained for. They paid a premium for Asahi Dry when they could have instead bought other, less expensive, Canadian beer. By way of example, at BevMo! liquor stores in San Jose, California, a

1 six pack of 12 ounce bottles of Asahi Dry sells for \$9.79.⁶ At the same store, a six pack of Kirin
2 Ichiban—a Japanese beer—sells for \$8.49.⁷ Additionally, a six pack of Molson Canadian Lager
3 sells for \$6.99.⁸ Thus, as a result of Defendant’s deceptive acts, Plaintiff and the Class members
4 paid a premium of \$1.30 over competing Japanese beers, and \$2.80 over competing Canadian
5 beers.

6 **Plaintiff’s Experiences**

7 27. At all relevant times, Plaintiff resided in, and continues to reside in Seattle,
8 Washington. During the relevant time period, Plaintiff purchased Asahi Dry at multiple locations
9 in California during or around June through August of 2015. He purchased Asahi Dry from retail
10 stores in Concord, Lafayette and Walnut Creek, California. Plaintiff purchased Asahi Dry bottles
11 in six packs. Plaintiff purchased Asahi Dry in reliance on Defendant’s representations contained
12 on the packaging that the beer was imported from Japan. Plaintiff has since learned that Asahi Dry
13 is not imported from Japan, but rather made in North America. Plaintiff would not have purchased
14 Asahi Dry had he known the Defendant’s representations were false. Because of Defendant’s
15 misrepresentations and deceptive conduct, Plaintiff purchased beer that had less value than what
16 Plaintiff paid, and Plaintiff has accordingly suffered legally cognizable damages proximately
17 caused by Defendant’s misconduct. After learning the truth about Defendant’s mislabeling of
18 Asahi Dry, Plaintiff decided to stop purchasing it. If Asahi Dry were accurately labeled, Plaintiff
19 would continue purchasing them.

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26 ⁶ BevMo!, <http://www.bevmo.com/catalog/product/view/id/33187>(last visited Mar. 21, 2017).

27 ⁷ BevMo!, <http://www.bevmo.com/catalog/product/view/id/31653> (last visited Mar. 21, 2017).

28 ⁸ BevMo!, <http://www.bevmo.com/catalog/product/view/id/44592> (last visited Mar. 21, 2017).

CLASS ALLEGATIONS

28. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23. Plaintiff seeks to represent the following classes:

- a. The “California Class,” which consists of: All consumers within the State of California who purchased Asahi Dry during the Class Period for their personal use, rather than for resale or distribution. Excluded from the California Class are Defendant’s current or former officers, directors, and employees; counsel for Plaintiff and Defendant; and the judicial officer to whom this lawsuit is assigned.
- b. The “Nationwide Class,” which consists of: All consumers in the United States and its territories who purchased Asahi Dry during the Class Period for their personal use, rather than for resale or distribution. Excluded from the Nationwide Class are Defendant’s current or former officers, directors, and employees; counsel for Plaintiff and Defendant; and the judicial officer to whom this lawsuit is assigned.

(Collectively referred to as the “Class”).

29. The requirements of Federal Rule of Civil Procedure 23 are satisfied because:

- a. Numerosity: The members of each class are so numerous that joinder of all members is impracticable. While the exact number of Class members is presently unknown to Plaintiff, based on Defendant’s volume of sales, Plaintiff estimates that each Class numbers in the thousands.
- b. Commonality: There are questions of law and fact that are common to the Class members and that predominate over individual questions. These include the following:
 - i. Whether Defendant misrepresented to the Class members that Asahi Dry is imported from Japan;
 - ii. Whether Defendant’s misrepresentations and omissions were material to reasonable consumers;
 - iii. Whether Defendant’s labeling, marketing, and sale of Asahi Dry constitutes an unfair, unlawful, or fraudulent business practice;

- iv. Whether Defendant's labeling, marketing, and sale of Asahi Dry constitutes false advertising;
- v. Whether Defendant's conduct injured consumers and, if so, the extent of the injury; and
- vi. The appropriate remedies for Defendant's conduct.

c. Typicality: Plaintiff's claims are typical of the claims of the Class members because Plaintiff suffered the same injury as the Class members by nature of their purchases of Asahi Dry based on Defendant's misrepresentations that Asahi Dry is imported from Japan.

d. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the members of each class. Plaintiff does not have any interests that are adverse to those of the Class members. Plaintiff has retained competent counsel experienced in class action litigation and intends to prosecute this action vigorously and have the financial means of doing so.

e. Superiority: A class action is superior to other available methods for the efficient adjudication of this controversy. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Since the damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it virtually impossible for the Class members to seek redress for the wrongful conduct alleged, while an important public interest will be served by addressing the matter as a class action.

30. The prerequisites for maintaining a class action for injunctive or equitable relief pursuant to Federal Rule of Civil Procedure 23 (b)(2) are met because Defendant has acted or refused to act on grounds generally applicable to each Class member, thereby making appropriate final injunctive or equitable relief with respect to each class as a whole.

FIRST CAUSE OF ACTION
(ON BEHALF OF THE NATIONWIDE CLASS AND THE CALIFORNIA CLASS)
(Violation of California Business & Professions Code §§ 17200 *et seq.*)

38. Plaintiff incorporate by reference all allegations contained in the complaint as if fully set forth herein.

39. Plaintiff brings the following claim on behalf of the Nationwide Class, or in the alternative, on behalf of the California Class.

40. California Business & Professions Code section 17200 (“UCL”) prohibits any “unlawful, unfair or fraudulent business act or practice.”

41. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendant, as alleged herein, constitute “unlawful” business acts or practices in that they violate the California False Advertising Law (“FAL”) and California Consumer Legal Remedies Act (“CLRA”) as stated below.

42. The false and misleading labeling of Asahi Dry, as alleged herein, also constitutes “unfair” business acts or practices because such conduct is immoral, unscrupulous, and offends public policy. Further, the gravity of Defendant’s conduct outweighs any conceivable benefit of such conduct.

43. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendant as alleged herein constitute “fraudulent” business acts or practices, because Defendant’s conduct is false and misleading to Plaintiffs and members of the Nationwide Class.

44. Defendant leveraged its deception to induce Plaintiff and members of the Nationwide Class to purchase products that were of lesser value and quality than advertised.

45. Defendant’s deceptive advertising caused Plaintiff and members of the Nationwide Class to suffer injury in fact and to lose money or property, as it denied them the benefit of the bargain when they decided to purchase Asahi Dry over other products that are less expensive. Had Plaintiff and the members of the Nationwide Class been aware of Defendant’s false and misleading advertising tactics, they would not have purchased Asahi Dry at all, or would have paid less than what they did for it.

THIRD CLAIM
(ON BEHALF OF THE NATIONWIDE CLASS AND THE CALIFORNIA CLASS)
(Violation of California Civil Code §§ 1750, *et seq.* –
Consumers Legal Remedies Act)

55. Plaintiff incorporates by reference all allegations contained in the complaint as if fully set forth herein.

56. Plaintiff brings the following claim on behalf of the Nationwide Class, or in the alternative, on behalf of the California Class.

57. The CLRA adopts a statutory scheme prohibiting various deceptive practices in connection with the conduct of a business providing goods, property, or services primarily for personal, family, or household purposes

58. Defendant's policies, acts, and practices were designed to, and did, result in the purchase of Asahi Dry primarily for personal, family, or household purposes, and violated and continue to violate the following sections of the CLRA:

- a. Section 1770(a)(2), which prohibits representing that goods have a particular source, sponsorship, approval or certification that they do not have;
- b. Section 1770(a)(3) which prohibits representing the affiliation, connection, or association with, or certification, by another;
- c. Section 1770(a)(4) which prohibits representations or designations of geographic origin in connection with goods or services;
- d. Section 1770(a)(5), which prohibits representing that goods have sponsorship, approval, characteristics, uses, or benefits that they do not have;
- e. Section 1770(a)(7), which prohibits representing that goods are of a particular standard, quality, or grade if they are of another;
- f. Section 1770(a)(9), which prohibits advertising goods with intent not to sell them as advertised; and

1 g. Section 1770(a)(16), which prohibits representing that the subject of a
2 transaction has been supplied in accordance with a previous representation
3 when it has not.

4 59. On information and belief, Defendant's actions were willful, wanton, and
5 fraudulent.

6 60. On information and belief, officers, directors, or managing agents at Defendant
7 authorized the use of the misleading representations about Asahi Dry.

8 61. CLRA SECTION 1782 NOTICE. On November 29, 2016, Plaintiff, through
9 counsel, delivered a CLRA demand letter to Defendant that provided notice of Defendant's
10 violation of the CLRA and demanded Defendant correct, repair, replace, or otherwise rectify the
11 unlawful, unfair, false, and deceptive practices complained of herein. The letter also stated that if
12 Defendant refused to do so, Plaintiff would file a complaint seeking damages in accordance with
13 the CLRA. Defendant failed to comply with the letter. For the foregoing reasons, pursuant to Civil
14 Code section 1780(a)(3), Plaintiff, individually and on behalf of all other members of the Class,
15 seeks compensatory damages, punitive damages, and restitution of any ill-gotten gains due to
16 Defendant's acts and practices.

17 62. Pursuant to Civil Code sections 1780 and 1782, Plaintiff and the Class members
18 seek damages in an amount to be proven at trial, an injunction to bar Defendant from continuing
19 their deceptive advertising practices, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for judgment against Defendant as follows:

- A. An order enjoining Defendant from continuing the unlawful practices set forth above;
- B. An order declaring that Defendant is financially responsible for notifying the Class members of the pendency of this suit;
- C. An order requiring Defendant to disgorge and make restitution of all monies Defendant acquired by means of the unlawful practices set forth above;
- D. Statutory and other damages;
- E. Compensatory damages according to proof;
- F. Reasonable attorneys' fees and costs of suit;
- G. Pre-judgment interest; and
- H. Such other relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff and the Class members request a jury trial for any and all Counts for which a trial by jury is permitted by law.

Dated: April 5, 2017

By: **REESE LLP**

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*Counsel for Plaintiff
and the Proposed Class*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Alexander Panvini

DEFENDANTS

Asahi Beer U.S.A., Inc.

(b) County of Residence of First Listed Plaintiff King County
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Los Angeles County
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Michael Reese (212) 643-0500
Reese LLP
100 West 93rd Street, 16th Floor, NY, NY 10025NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF |
|---|----------------------------|--|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 Foreign Nation |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|---|--|--|---|---|---|
| <input type="checkbox"/> 110 Insurance
<input type="checkbox"/> 120 Marine
<input type="checkbox"/> 130 Miller Act
<input type="checkbox"/> 140 Negotiable Instrument
<input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 195 Contract Product Liability
<input type="checkbox"/> 196 Franchise | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employers' Liability
<input type="checkbox"/> 340 Marine
<input type="checkbox"/> 345 Marine Product Liability
<input type="checkbox"/> 350 Motor Vehicle
<input type="checkbox"/> 355 Motor Vehicle Product Liability
<input type="checkbox"/> 360 Other Personal Injury
<input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY
<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability
<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
<input type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Truth in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881
<input type="checkbox"/> 690 Other

<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 720 Labor/Management Relations
<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 751 Family and Medical Leave Act
<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 791 Employee Retirement Income Security Act

<input type="checkbox"/> 462 Naturalization Application
<input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC § 158
<input type="checkbox"/> 423 Withdrawal 28 USC § 157

<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 840 Trademark

<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 865 RSI (405(g))

<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 871 IRS-Third Party 26 USC § 7609 | <input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a))
<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 950 Constitutionality of State Statutes |
| <input type="checkbox"/> 210 Land Condemnation
<input type="checkbox"/> 220 Foreclosure
<input type="checkbox"/> 230 Rent Lease & Ejectment
<input type="checkbox"/> 240 Torts to Land
<input type="checkbox"/> 245 Tort Product Liability
<input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights
<input type="checkbox"/> 441 Voting
<input type="checkbox"/> 442 Employment
<input type="checkbox"/> 443 Housing/Accommodations
<input type="checkbox"/> 445 Amer. w/Disabilities-Employment
<input type="checkbox"/> 446 Amer. w/Disabilities-Other
<input type="checkbox"/> 448 Education | Habeas Corpus:
<input type="checkbox"/> 463 Alien Detainee
<input type="checkbox"/> 510 Motions to Vacate Sentence
<input type="checkbox"/> 530 General
<input type="checkbox"/> 535 Death Penalty
Other:
<input type="checkbox"/> 540 Mandamus & Other
<input type="checkbox"/> 550 Civil Rights
<input type="checkbox"/> 555 Prison Condition
<input type="checkbox"/> 560 Civil Detainee-Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation-Transfer ☐ 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:
misleading labeling of beverages

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE: 04/05/2017

SIGNATURE OF ATTORNEY OF RECORD: /s/ Michael R. Reese

Northern District of California

Civil Action No.

Signature of Clerk or Deputy Clerk