

SETTLEMENT AGREEMENT AND RELEASE

I. RECITALS

A. This Joint Stipulation of Settlement (“Agreement” or “Settlement”) is made and entered into by and among Plaintiffs Matin Shalikar (“Shalikar”) and Alexander Panvini (“Panvini”) (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class Members and California Settlement Class Members, by and through Class Counsel, and Defendant Asahi Beer U.S.A., Inc. (“Asahi” or “Defendant”) (together with Plaintiffs, the “Parties”), by and through their counsel of record in this Litigation, and resolves in full the Action. Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to Court approval as required by the applicable California Code of Civil Procedure and Rules of Court, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and upon the entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

B. WHEREAS, on November 29, 2016, Panvini submitted a demand letter to Defendant and its attorneys in accordance with the California Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.* (“CLRA”).

C. WHEREAS, on April 5, 2017, Panvini filed a Complaint against Defendant in the United States District Court for the Northern District of California (“the *Panvini* Action”).

D. WHEREAS, on March 6, 2017, Shalikar submitted a demand letter to Defendant and its attorneys in accordance with the CLRA.

E. WHEREAS, on April 10, 2017, Shalikar filed a Complaint against Defendant in the United States District Court for the Central District of California (the “*Shalikar* Action”).

F. WHEREAS, on May 1, 2017, Panvini filed a Stipulation of Dismissal without Prejudice Pursuant to Federal Rule of Civil Procedure 41.

G. WHEREAS, on May 3, 2017, Plaintiffs filed a First Amended Class Action Complaint in the *Shalikar* Action in United States District Court for the Central District of California which consolidated the *Panvini* and *Shalikar* Actions (the “Federal Action”).

H. WHEREAS, on June 16, 2017, Plaintiffs filed a Second Amended Class Action Complaint in the Federal Action in United States District Court for the Central District of California.

I. WHEREAS, on June 26, 2017, Defendant filed a Motion to Dismiss Plaintiffs’ Second Amended Class Action Complaint (“MTD”). The Court heard argument on the MTD on September 11, 2017, and denied the MTD in its entirety on October 16, 2017.

J. WHEREAS, on April 12, 2018, Plaintiffs dismissed their individual claims in the Second Amended Class Action Complaint without prejudice.

K. WHEREAS, on April 16, 2018, Plaintiffs filed the Class Action Complaint in the Superior Court of the State of California, County of Los Angeles.

L. WHEREAS, in the Class Action Complaint, Plaintiffs allege Defendant deceptively advertises its Asahi Super Dry beer as a Japanese brewed beer when the beer is actually brewed in Canada. The Complaint asserts causes of action on behalf of a nationwide Class and a California Subclass of purchasers for Quasi Contract/Unjust Enrichment/Restitution (on behalf of the Nationwide Class) and violation of the Consumers Legal Remedies Act (“CLRA”) (on behalf of the California Subclass). The Complaint seeks monetary and injunctive relief. Class Counsel conducted separate examinations and evaluations of the relevant law and facts to assess the merits of Plaintiffs’ claims and to determine how to best serve the interests of the members of the putative classes.

M. WHEREAS, Plaintiffs and Class Counsel has received and reviewed substantial discovery from Defendants.

N. WHEREAS, on November 15, 2017, Class Counsel, Defendant, and Defendant’s Counsel participated in a mediation facilitated by John B. Bates, Jr., Esq. of JAMS in Los Angeles, CA. Before, during, and since the mediation, the Parties have engaged in protracted, extensive, and hard-fought settlement negotiations, including numerous telephonic negotiating sessions.

O. WHEREAS, during the course of their negotiations, with the assistance of Mr. Bates, the Parties reached a settlement in principle in early 2018. In the weeks following this agreement, the parties continued to negotiate to finalize the settlement terms.

P. WHEREAS, counsel for all Parties have reached the resolution set forth in this Agreement, providing for, among other things, the settlement of the Action between and among Plaintiffs, on behalf of themselves and the Settlement Class and the California Settlement Class, and Defendant on the terms and subject to the conditions set forth below.

Q. WHEREAS, Class Counsel have determined that a settlement of the Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class and the California Settlement Class.

R. WHEREAS, based upon Class Counsel’s investigation and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiffs and Class Counsel agreed to settle the Litigation pursuant to the provisions of this Agreement after considering, among other things: (1) the substantial benefits available to the putative class under the terms of this Agreement; (2) the attendant risks and uncertainty of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating this Agreement promptly to provide effective relief to Plaintiffs and the putative class and to end the alleged conduct at issue.

S. WHEREAS, Defendant has denied and continues to deny each and all of the claims and contentions alleged by Plaintiffs in the Litigation. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. Defendant believes it has meritorious defenses to all of Plaintiffs' claims, and that Plaintiffs will be unable to certify nationwide or subclasses relating to the challenged marketing of the Products.

T. WHEREAS, Defendant, to avoid the costs, disruption, and distraction of further litigation, and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Agreement.

U. NOW, THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants, and agreements contained herein and for value received, the Parties agree that: (1) upon the Effective Date, the Action and all Released Claims shall be settled and compromised as between Plaintiffs and the Settlement Class and the California Settlement Class on the one hand, and Defendant on the other hand; and (2) upon final approval of the Agreement, the Final Judgment and Order Approving Settlement shall be entered releasing all Released Claims against the Discharged Parties.

II. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. **"Attorneys' Fees and Expenses Award"** means the amount the Court awards Class Counsel for attorneys' fees and costs in the Action.

B. **"Action"** or **"Lawsuit"** or **"Litigation"** means the lawsuit captioned *Shalika, et al. v. Asahi Beer U.S.A., Inc.*, Case No BC702360 pending in the Superior Court of the State of California, County of Los Angeles

C. **"Asahi Beer,"** **"Products,"** or **"Asahi Beer Products"** means all bottles and/or cans of Asahi brand Beer brewed outside Japan and sold in the United States, including any variety of Asahi Super Dry beer in the sizes and packaging specified in this paragraph and any variety of Asahi Select beer.

1. **"Big Bottle"** means all 21.4-ounce bottles of Asahi Beer.
2. **"6-pack"** means all 6-packs of 12 ounce bottles or 6-packs of 12 ounce cans of Asahi Beer.
3. **"12-pack"** means all 12-packs of 12 ounce cans of Asahi Beer.
4. **"24-pack of cans"** means all 24-packs of 12 ounce cans of Asahi Beer.

D. **“Claim”** means the claim of a Settlement Class Members and/or California Settlement Class Members submitted as provided in this Agreement.

E. **“Claim Form”** means a claim form in substantially the same form and substance as the claim form attached hereto as Exhibit A.

F. **“Claim Period”** means the time period in which Settlement Class Members and/or California Settlement Class Members may submit a Claim Form for review to the Class Action Settlement Administrator. The Claims Period shall run for 120 days from the date that Class Notice is initially disseminated.

G. **“Claims Process”** means the process for Class Members’ submission of Claims as described in this Agreement.

H. **“Class Action Settlement Administrator”** or **“Settlement Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that KCC Class Action Services, LLC shall be retained to implement Class Notice and the Claims Process, as well as other settlement requirements of this Agreement.

I. **“Class Counsel”** means Clayton D. Halunen and Amy E. Boyle of Halunen Law, Michael R. Reese of Reese LLP, and Benjamin Heikali and Timothy J. Peter of Faruqi & Faruqi, LLP.

J. **“Class Member”** means any member of the Settlement Class or the California Settlement Class.

K. **“Class Notice”** means notice of the proposed settlement to be provided to Class Members under Sections X and XI of the Agreement substantially in the form attached as Exhibits C, D and E.

L. **“Class Period”** means April 5, 2013 through the date of Preliminary Approval of Class Settlement.

M. **“Effective Date”** means the first business day after the last of the following events to occur: (i) the Court’s entry of a Final Judgment and Order (as defined in Section XIII) approving this Agreement as fair, reasonable and adequate to the Class, and certifying either or both of the Settlement Class and the California Settlement Class; and (ii) the expiration of the time period within which to seek review or take appeal of such Final Judgment and Order without any review or appeal (except by Defendant or Class Counsel pertaining exclusively to attorneys’ fees and costs) having been sought or taken, such that the Final Judgment and Order becomes a final, non-appealable order (as defined in Section XIII) or (iii) if the Final Judgment and Order is appealed (except by Defendant or Class Counsel pertaining exclusively to attorneys’ fees and costs), the expiration of 14 days after the Final Judgment and Order is affirmed and approved in all material respects, and the time for reconsideration or further appeals (including appeals to the highest court before which review could be sought or appeal taken) has expired.

N. “Federal Court Action” means the suit filed by Plaintiffs Shalika and Panvini in the Central District of California against Defendant. A copy of the Second Amended Complaint is attached as Exhibit B.

O. “**Final Approval Hearing**” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the settlement set forth herein as fair, reasonable, and adequate and entry by the Court of a Final Judgment and Order Approving Settlement thereon.

P. “**Final Judgment and Order Approving Settlement or “Final Judgment and Order”**” means the judgment the Court enters, finally approving the Settlement.

Q. “**Notice Plan**” means the process described in Section X and XI and attached as Exhibit C.

R. “**Opt-Out Date**” means the date 21 days prior to the “Final Approval Hearing,” defined above.

S. “**Parties**” means Plaintiffs and Defendant.

T. “**Preliminary Approval**” means the date the Court preliminarily approves the settlement of the Action, including but not limited to, the terms and conditions of this Agreement, and issues a Preliminary Approval Order.

U. “**Preliminary Approval Order**” means the Order the Court enters granting Preliminary Approval.

V. “**Publication Notice**” means notice of the proposed settlement to be provided to Class Members under Sections X and XI of the Agreement. The Publication Notice shall be substantially in the forms as the notices attached hereto as Exhibit D.

W. “**Settlement Class**” means: All consumers who purchased Asahi Beer in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

X. “**California Settlement Class**” means: All consumers who purchased Asahi Beer in California, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the California Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

Y. **“Settlement Class Household”** For purposes of the Claims Process, a Class Member shall be treated as a “Settlement Class Household,” together with any family members or extended family members living under the same roof as the Class Member.

Z. **“Settlement Class Member”** means any member of the Settlement Class.

AA. **“California Settlement Class Member”** means any member of the California Settlement Class.

BB. **“Settlement Class or Settlement Classes”** shall mean the Settlement Class and the California Settlement Class.

CC. **“Settlement Website”** means the website to be created for this Settlement that will include information about the Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Claim Form. The Settlement Website shall be activated on the date of the first publication of the Class Notice, whichever is earlier, and shall remain active until one hundred and twenty (120) calendar days after the Court enters the Final Judgment.

DD. **“Summary Class Notice”** means a claim form in substantially the same form and substance as the claim form attached hereto as Exhibit E.

III. CERTIFICATION OF THE SETTLEMENT CLASS AND/OR CALIFORNIA SETTLEMENT CLASS AND DISMISSAL OF THE ACTION

A. **Certification of the Settlement Class.** Defendant hereby consents, solely for purposes of the settlement set forth herein, to (1) the certification of the Settlement Class on a nationwide basis and certification of the California Settlement Class on a California-wide basis, (2) the appointment of Class Counsel as counsel for the Classes, and (3) the conditional approval of Plaintiffs as adequate representatives of the Classes. However, if this Agreement, as drafted, fails to receive Court approval or otherwise fails to be consummated as set forth herein, including, but not limited to, the Judgment not becoming final as provided in Section XIII of this Agreement, or a change to the scope of the release as provided in Section VIII, then Defendant retains all rights it had immediately preceding the execution of this Agreement. Defendant’s retained rights include the right to object to the maintenance of Action as a class action by Class Counsel and to seek dismissal with prejudice of the Action. In that event, nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, whether the allegations in the Class Action Complaint have any merit, whether the purported class is ascertainable, or whether Class Counsel or the Plaintiffs can adequately represent the Settlement Class Members and/or California Settlement Class Members under applicable law.

IV. EFFECT OF SPLIT DECISION ON CERTIFICATION OF SETTLEMENT CLASSES

- A. **Intention of the Parties.** The Parties intend for the Court to give final approval to the certification of both of the Settlement Classes. If the Court gives final approval to only one of the classes, the Agreement shall be final and binding only as to the class certified, and the Parties' and Class Administrator's obligations shall be limited to the scope of the certified class. If the Court fails to certify both the Settlement Class and the California Settlement Class, then the Agreement shall be null and void, and the Parties shall revert to the position they were in prior to seeking approval for the Agreement, as set forth in Section III.A.
- B. **Class Benefit Where Only California Settlement Class Certified.** In the event that the Court gives final approval to certification of only the California Settlement Class, Defendant and the Settlement Administrator shall be obligated to provide payments only to the Class Members who are members of the California Settlement Class.

V. SETTLEMENT CONSIDERATION

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. **Injunctive Relief**

Within 180 days of the Effective Date, Asahi will bold the term "Product of Canada" on the neck label of newly-produced Asahi Super Dry Beer brewed in Canada and sold in the United States. Asahi will maintain continue production of the bolded "Product of Canada" phrase on all Asahi Super Dry Beer brewed in Canada and sold in the United States for no less than three years. The initial mock-up of the label is attached hereto as Exhibit F. Defendant reserves the right to make further changes to the label consistent with law and that do not diminish the prominence of the Product of Canada disclosure on the label.

B. **Monetary Relief - Eligibility and Process for Obtaining a Cash Payment**

To be eligible for a cash payment, a Settlement Class Member and/or a California Settlement Class Member must submit a timely and valid Claim Form, which will be evaluated by the Class Action Settlement Administrator.

1. **Claim Form Availability.** The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator, and Class Members shall be allowed to complete and submit the Claim Form online; (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator; and (iii) mailed to those individuals for whom Defendant has addresses.

2. **Timely Claim Forms.** Class Members must submit a timely Claim Form, which is one postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

3. **Validity of Claim Forms.** Settlement Class Members must submit a valid Claim Form, which must contain the Settlement Class Member's name and mailing address, attestation of purchase(s) as described in this section, and type(s) and number of Products purchased. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

- a. Failure to attest to the purchase of the Products, or purchase of products that are not covered by the terms of this Settlement Agreement;
- b. Failure to provide adequate verification or additional information of the Claim pursuant to a request of the Class Action Settlement Administrator;
- c. Failure to fully complete and/or sign the Claim Form;
- d. Failure to submit a legible Claim Form;
- e. Submission of a fraudulent Claim Form;
- f. Submission of more than one Claim Form per Settlement Class Household;
- g. Submission of Claim Form that is duplicative of another Claim Form;
- h. Submission of Claim Form by a person who is not a Settlement Class Member or a California Settlement Class Member;
- i. Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member or California Settlement Class Member for whom the Claim Form is submitted;
- j. Failure to submit a Claim Form by the end of the Claim Period; or
- k. Failure to otherwise meet the requirements of this Agreement.

4. **Attestation of Purchase Under Penalty of Perjury Required.** Each Class Member shall sign and submit a Claim Form that states to the best of his or her knowledge the total number and type of purchased Products. The Claim Form shall be signed under an affirmation stating the following or substantially similar language: "I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I

purchased the Product(s) claimed above during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.”

5. **Verification of Purchase May Be Required.** The Claim Form shall advise Class Members that while proof of purchase is not required to submit a Claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud. If the Class Member does not timely comply or is unable to produce documents or additional information to substantiate the information on the Claim Form and the Claim is otherwise not approved, the Settlement Administrator may disqualify the Claim. The Parties shall have the ability to review any Claim Forms rejected by the Settlement Administrator.

6. **Claim Form Submission and Review.** Class Members may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form’s validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims.

7. **Claim Form Deficiencies.** Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all reasonable and customary steps to attempt to cure the defect and to determine the Class Member’s eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including but not limited to attempting to follow up with the Class Member to gather additional information if necessary. If the Claim Form defect is not cured, the Claim will be rejected.

8. **Failure to Submit Claim Form.** Unless a Class Member opts out pursuant to Section XII, any Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Final Judgment and Order Approving Settlement to be entered in the Action. Based on the Release contained in the Agreement (see Section VIII), any Class Member who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Discharged Parties concerning any of the matters subject to the Release.

9. **Settlement – Class Members’ Cash Payment.** The relief to be provided to each Class Member who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a cash payment. The amount of the payment will be determined by: (i) the type and quantity of the Products that the Class Member purchased during the Class Period, and (ii) whether the Class Member submits a valid Claim Form for the qualifying purchases. Cash payments will be paid by the Settlement Administrator pursuant to Section VI, via check or an electronic payment process (such as PayPal), at the Class Member’s election. The Claim is subject to a \$10 maximum refund per Settlement Class Household.

Subject to the \$10 maximum refund per Settlement Class Household, a Class Member will receive payment of the following amounts for each Product the Class Member

purchased during the Class Period: \$0.50 per 6-pack; \$0.10 per Big Bottle; \$1.00 per 12-pack of cans; and \$2.00 per 24-pack of cans. No proof of purchase shall be required to be submitted with the Claim Form, though the Settlement Administrator reserves the right to request additional verification of purchase for the purposes of preventing fraud, as set forth in Paragraph B.5 above.

VI. DISTRIBUTION TO AUTHORIZED CLASS MEMBERS

The Settlement Administrator shall begin paying timely, valid, and approved Claims to Class Members who are part of Settlement Classes that have been given final approval by the Court via first-class mail, or by PayPal or other electronic process if specifically authorized, no later than 30 calendar days after the Effective Date. The Settlement Administrator may begin to pay timely, valid, and approved Claims sooner upon Asahi and Class Counsel's joint direction, but not before the Effective Date.

The Settlement Administrator shall have completed the payment to Class Members who have submitted timely, valid, and approved Claims and who are part of Settlement Classes that have been given final approval by the Court pursuant to the Claim Process no later than 90 calendar days after the Effective Date. Payment shall be deemed to be completed upon mailing of the check to the Class Member and/or disbursement by electronic payment process.

VII. ATTORNEYS' FEES, COSTS, AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

The Parties agree that the Court shall determine the appropriate Attorneys' Fees and Expenses Award for Class Counsel and Class Representative Service Awards for Plaintiffs. The Attorneys' Fees and Expenses Award shall not exceed \$765,000, inclusive of all fees, costs and expenses, and Class Representative Service Awards shall not to exceed \$2,750 each (for a total of \$5,500). Plaintiffs shall submit a fee and cost petition to the Court pursuant to local procedure and practice, which Defendant reserves the right to oppose. Class Counsel, in their sole discretion, shall allocate and distribute the Court's award of fees and expenses among the three law firms representing the Classes.

Unless Defendant timely exercises its right to appeal, within five days after the Effective Date, Defendant shall cause any Attorneys' Fees and Expenses Award and Class Representative Service Awards to be paid to Class Counsel as directed by Class Counsel. If the Effective Date does not occur, Defendant has no obligation to pay the Attorneys' Fees and Expenses Award.

VIII. RELEASE

Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the settlement benefits described in this Agreement, Plaintiffs and each member of the Settlement Class and/or California Settlement Class who has not validly excluded himself or herself from the Settlement pursuant to Section XII of this Agreement shall be deemed to fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or

persons upstream and downstream in the production/distribution channels (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members or California Settlement Class Members ever had or now have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental or administrative body, or any other adjudicatory body, on the basis of, arising from, or relating to the claims alleged or that could have been alleged based on the facts asserted in the operative complaint, including all claims related to the labeling / packaging / marketing regarding the place of origin / brewing, identity of brewer, and source of ingredients for Asahi-branded beer during the Class Period (the “Released Claims”). **The Released Claims expressly exclude claims for personal injury against the Discharged Parties.**

A. Plaintiffs understand that the facts upon which this Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Agreement and the Release shall remain effective notwithstanding any such difference in facts.

B. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, or any other action or claim that arises out of the same factual predicate or same set of operative facts as this Action.

IX. PRELIMINARY APPROVAL PROCEDURES

Effective on the date of the Preliminary Approval hearing, the Parties stipulate to certification of the Settlement Class and certification of the California Settlement Class. The Parties agree to petition the Court after execution of this Agreement for a preliminary order approving the Settlement Agreement (“Preliminary Approval Order”). A copy of the form of the Preliminary Approval Order agreed to by the Parties is attached as Exhibit G hereto, and incorporated by reference herein. Plaintiffs shall permit Defendant an opportunity to review and comment on their motion for preliminary approval and all Exhibits at least 48 hours in advance of the filing of the motion.

X. NOTICE TO THE SETTLEMENT CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

Class Notice: Defendant, at its cost, shall issue the Class Notice in accordance with the requirements of the Preliminary Approval Order, as follows:

A. Subject to the approval of the Court and to begin no later than 45 days after the order of Preliminary Approval, Defendant shall cause the Publication Notice to be published in substantially the forms attached as Exhibits D and E and in the manner recommended by the Settlement Administrator. Publication Notice shall be published substantially according to the

Notice Plan attached hereto as Exhibit C. In addition, Class Notice, in substantially the form attached hereto as Exhibit E shall be published on the Settlement Website.

B. Tracking and reporting of Class Members who request exclusion shall be compiled by the Class Action Settlement Administrator and communicated to the Plaintiffs and Class Counsel.

XI. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

A. Responsibilities of the Settlement Administrator.

Class Counsel and Asahi recommend and retain KCC Class Action Services, LLC to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the Agreement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

1. **Class Notice Responsibilities.** The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Publication Notices, and the Claim Form. After the Court's Preliminary Approval of this Agreement and Appointment of the Class Action Settlement Administrator, the Settlement Administrator shall also be responsible for disseminating the Class Notice and Publication Notices, substantially in the form as described in the Notice Plan attached as Exhibit C to this Agreement, as specified in the Preliminary Approval Order, and as specified in this Agreement. The Class Notice and Publication Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Settlement Administrator's Class Notice responsibilities include, but are not limited to:

a. consulting on, drafting, and designing the Class Notice, Publication Notices, and Claim Form. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over these Notices and Form or any changes to the Notices and Form;

b. developing a Notice Plan, attached as Exhibit C to this Agreement. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;

c. implementing and arranging for the publication of the Publication Notices and Class Notice via various forms of paper and electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as Exhibit C. To the extent that the Class Action Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different Notice;

d. establishing and publishing a website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line.

The website, including the Class Notice, shall remain available for 120 days after the Court enters Final Judgment;

- e. sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential Class Member who so requests;
- f. responding to requests from Class Counsel and Defendant's Counsel; and
- g. otherwise implementing and assisting with the dissemination of the Notice of the Settlement.

2. **Claims Process Duties.** The Settlement Administrator shall also be responsible for implementing the terms of the Claim Process and related administrative activities, including communications with Class Members concerning the Claim Process, and the options they have. Settlement Administrator's Claims Process duties include, but are not limited to:

- a. executing any mailings required under the terms of this Agreement;
- b. establishing an interactive toll-free voice response ("IVR") unit to which Class Members may refer for information about the Action and the Settlement;
- c. establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- d. receiving and maintaining on behalf of the Court all correspondence from any Settlement Class Member regarding the Settlement, and forwarding inquiries from Settlement Class Members to Class Counsel or their designee for a response, if warranted; and
- e. receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Defendant's Counsel a copy within five calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with copies.

3. **Claims Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Such duties include, but are not limited to:

- a. reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;

b. using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claims Form submissions;

c. keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the Settlement Class Members who made the claim, the type of claim made, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

d. otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

4. **Periodic Updates.** The Settlement Administrator shall provide periodic updates to Class Counsel and Defendant's Counsel regarding Claim Form submissions beginning within seven business days after the commencement of the dissemination of the Class Notice or the Publication Class Notices and continuing on a weekly basis thereafter and shall provide such an update within 10 days before the Final Approval Hearing. The Class Action Settlement Administrator shall also provide such updates to Class Counsel or Defendant's Counsel upon request, within a reasonable amount of time.

5. **Claims Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible Settlement Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

a. Within seven days of the Effective Date and the close of the Claim Period, provide a report to Class Counsel and Defendant's Counsel calculating the amount and number of valid and timely claims that requested refunds;

b. Per Sections VI and XI, sending payment by checks or electronic payment process to Class Members who submitted timely, valid, and approved Claim Forms;

c. Once payments have commenced to the Settlement Class and/or the California Settlement Class pursuant to the terms and conditions of this Agreement, the Class Action Settlement Administrator shall provide a regular accounting to Class Counsel and Defendant's Counsel that includes but is not limited to the number and the amount of claims paid.

6. **Reporting to Court.** Not later than 10 calendar days before the date of the Fairness Hearing, the Class Action Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have objected, opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

7. **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not use or disclose any or all such

documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

8. **Right to Inspect.** Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

9. **Settlement Administrator Fees and Costs.** Settlement Administrator fees and costs will not exceed \$300,000.

10. **Failure to Perform.** If the Settlement Administrator materially fails to perform its obligations as set forth herein, the Parties may agree to remove the Settlement Administrator. In the event of malfeasance by the Settlement Administrator, neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

XII. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS

A. Objections

1. Any Class Member who intends to object to the fairness of the Settlement may do so in writing prior to the Final Approval Hearing or in person at the Final Approval Hearing. Any written objection must be signed by the Class Member (and his or her attorney, if individually represented); submitted to the Settlement Administrator, with a copy delivered to Class Counsel and Defendant's Counsel at the addresses set forth in the Class Notice. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a declaration submitted under penalty of perjury that the objector purchased Products during the Class Period; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector in the past five years; and (h) the objector's signature.

2. Any Class Member who fails to comply with the provisions of this Section XII.A shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including, but not limited to, the Release, in the Action.

B. Requests for Exclusion

1. Any member of the Settlement Class and/or California Settlement Class may request to be excluded from the Class. A Settlement Class Member and/or California Class Member who wishes to opt out of the Class must do so no later than Opt-Out Date. In order to opt out, a Class Member must send to the Settlement Administrator a written Request for Exclusion that is postmarked no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Class Member requesting exclusion and contain a statement that indicates a desire to be excluded from the Settlement Class.

2. Any Settlement Class Member and/or California Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders, and the Final Judgment and Order Approving Settlement in this Action, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims.

3. Any Settlement Class Member and/or California Class Member who properly requests to be excluded from the Settlement Class and/or California Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the Agreement; (b) be entitled to a payment from the Settlement Fund, or be affected by the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Agreement.

C. Media Communications

The Parties agree that representatives of Class Counsel are the sole people authorized to respond on behalf of Plaintiffs to media inquiries or requests for comments with respect to the Settlement or the underlying subject matter. Class Counsel will consult with Defendant's Counsel about the content of any such proposed response, and they will reach an agreement with respect to the same, which agreement shall be consistent with the content and purposes of this Agreement and the proposed Settlement. Nothing herein shall prevent Class Counsel from responding to class member inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement.

XIII. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

If this Agreement is preliminarily approved by the Court, the Parties shall jointly request at the Final Approval Hearing that the Court enter final judgment ("Final Judgment and Order Approving Settlement"). A copy of the proposed Final Judgment and Order Approving Settlement agreed to by the Parties is attached hereto as Exhibit H and incorporated by reference herein. If Final Approval for the Settlement Class is not granted the Parties then shall jointly request that the Court enter Final Judgment and Order approving settlement of the California Settlement Class.

The Final Judgment and Order Approving Settlement shall be deemed final and non-appealable: (i) 60 days after it is entered if no document is filed (except by Defendant or Class Counsel pertaining exclusively to attorneys' fees and costs) within that time seeking appeal, review, rehearing, reconsideration or any other action regarding that judgment and order; (ii) if any such document is filed (except by Defendant's or Class Counsel pertaining exclusively to

attorneys' fees and costs), then 14 days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit no further judicial action, and with the Agreement, Preliminary Approval Order, and Final Judgment and Order being affirmed and approved in all material respects. The Final Judgment and Order shall be deemed affirmed and approved provided that at least one of the Settlement Classes is affirmed and approved and the Final Judgment and Order is otherwise approved in all material respects.

In the event that (i) the Agreement, Preliminary Approval Order, and Final Judgment and Order are not approved in all material respects, and as set forth in this Settlement Agreement, by the Court, or (ii) the Settlement Agreement, Preliminary Approval Order or Final Judgment and Order is reversed, vacated or modified in any material respect from what is set forth in this Agreement, or (iii) the Court conditions preliminary or final approval of any change not previously agreed to or consented to by the Parties, then the Settlement Agreement shall become null and void, the Action may continue, and any and all orders entered pursuant to the Settlement Agreement shall be deemed vacated, including without limitation, any order certifying or approving certification of a class for settlement purposes. With respect to the foregoing sentence, the Agreement, Preliminary Approval Order, and Final Judgment shall be deemed to have been approved in all material respects provided that at least one of the Settlement Classes is approved, if those documents are otherwise approved in all material respects. If any of these aforementioned events occur, the Parties may not make any reference to or use of the Settlement Agreement, or any other documents related thereto provided, however, that if the Parties hereto agree to appeal jointly such ruling, and the Settlement Agreement and Final Judgment and Order are upheld on appeal in all material respects, then the Settlement Agreement and Final Judgment and Order shall be given full force and effect according to their terms.

XIV. REPRESENTATIONS AND WARRANTIES

A. **Defendant represents and warrants:** (1) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (3) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

B. **Plaintiffs represent and warrant:** that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Class Members, of their own free will, and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel and believe them to be fair and reasonable. Class Counsel represent and warrant that they are fully authorized to execute the Agreement on behalf of Plaintiffs.

C. **The Parties warrant and represent:** that no promise, inducement, or consideration for the Agreement has been made, except those set forth herein.

XV. NO ADMISSIONS, NO USE

The Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, or deemed to be evidence of a presumption, concession, or an admission by Plaintiffs, Defendant, any Class Member or Releasing or Discharged Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, or deemed to be evidence of a presumption, concession, or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Plaintiffs, Defendant, any Releasing Party or Discharged Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

XVI. MISCELLANEOUS PROVISIONS

A. **Entire Agreement:** The Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Defendant's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Agreement may be modified by subsequent agreement of Defendant's and Class Counsel, or by the Court. The Parties may make non-material changes to the Exhibits to the extent deemed necessary, as agreed to in writing by all Parties.

B. **Governing Law:** The Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

C. **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

D. **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class U.S. Mail and email to:

1. If to Plaintiffs or Class Counsel:

Clayton Halunen
Amy Boyle
Halunen Law
1650 IDS Center, 80 South 8th Street

Minneapolis, MN 55402
(612)-605-4098
halunen@halunenlaw.com
boyle@halunenlaw.com

Benjamin Heikali
Faruqi & Faruqi, LLP
10866 Wilshire Boulevard, Suite 1470
Los Angeles, CA 90024
(424) 256-2884
bheikali@faruqilaw.com

Michael R. Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, NY 10025
(212) 646-0500
mreese@reesellp.com

2. If to Defendant or Defendant's Counsel:

Andrew E. Paris
Alexander Akerman
Coral Del Mar Lopez
Alston & Bird LLP
333 South Hope Street, 16th Floor
Los Angeles, California 90071
(213) 576-1119
drew.paris@alston.com
alex.akerman@alston.com
coral.lopez@alston.com

E. **Stay of Proceedings:** Upon the execution of this Agreement, all discovery and other proceedings in the Action shall be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement, comply with or effectuate the terms of this Agreement, or comply with orders and procedures of the Court. Concurrently with the filing of the complaint in the Action, the Parties shall file a stipulation and order requesting a stay of the Action pending the approval of the Settlement.

F. **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement, and will cooperate to carry out the purpose of the Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

G. **Binding on Successors:** The terms of this Settlement Agreement (including Exhibits) are and shall be binding upon each of the Parties, their heirs, executors, administrators,

representatives, agents, attorneys, partners, successors, predecessors-in-interest and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties.

H. **Arms'-Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement, and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

I. **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

J. **Variance:** In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

K. **Exhibits:** All Exhibits to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

L. **Taxes:** No opinion concerning the tax consequences of the Agreement to any Class Member is given or will be given by Defendant, Defendant's Counsel, Class Counsel, or Plaintiffs' Counsel, nor is any Party or its counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Class Member. Each Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

M. **Implementation Before Effective Date:** The Parties may agree in writing to implement the Agreement, or any portion thereof, after the entry of the Final Judgment and Order Approving Settlement, but prior to the Effective Date.

N. **Modification in Writing:** This Agreement may be amended or modified only by written instrument signed by one of Class Counsel and one of Defendant's Counsel. Amendments and modifications may be made without additional notice to the Class Members unless such notice is required by the Court.

O. **Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.

P. **Retain Jurisdiction:** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.

Q. **Construction:** For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

R. **No Admission.** The Parties agree this Agreement reflects the compromise and settlement of disputed claims among Plaintiffs, Class Members, and Defendant. Its constituent provisions, and any and all drafts, communications and discussions relating to it, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, any allegations of wrongdoing or any matters regarding class certification) by any person, including Defendant, and shall not be offered or received in evidence or requested in discovery in the Action or any other action or proceeding as evidence of an admission or concession. Further, the parties agree any agreements constituent provisions, and any and all drafts, communications and discussions relating to it are inadmissible in the Action or any other action or proceeding.

{Signature Pages Follow}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated: Nov 29, 2018

MATIN SHALIKAR, an individual

By: 

Martin Shalikar

Dated: _____, 2018

ALEXANDER PANVINI, an individual

By: _____

Alexander Panvini

Dated: Nov - 30, 2018

HALUNEN LAW

By: 

Clayton Halunen

Amy Boyle

Attorney for Martin Shalikar & Alexander Panvini

Dated: Nov. 30, 2018

FARUQI & FARUQI, LLP

By: 

Benjamin Heikali

Attorney for Martin Shalikar & Alexander Panvini

Dated: _____, 2018

REESE LLP

By: _____

Michael R. Reese

Attorney for Martin Shalikar & Alexander Panvini

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

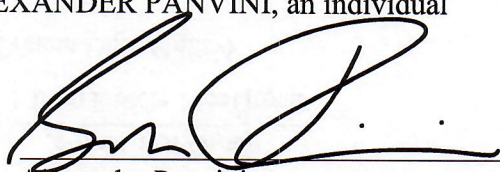
Dated: _____, 2018

MATIN SHALIKAR, an individual

By: _____
Matin Shalikar

Dated: 11/30/18, 2018

ALEXANDER PANVINI, an individual

By:  _____
Alexander Panvini

Dated: _____, 2018

HALUNEN LAW

By: _____
Clayton Halunen
Amy Boyle
Attorney for Matin Shalikar & Alexander Panvini

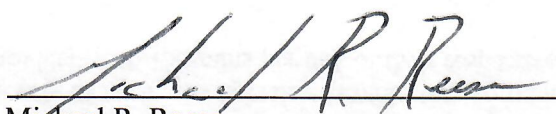
Dated: _____, 2018

FARUQI & FARUQI, LLP

By: _____
Benjamin Heikali
Attorney for Matin Shalikar & Alexander Panvini

Dated: December 7, 2018

REESE LLP

By:  _____
Michael R. Reese
Attorney for Matin Shalikar & Alexander Panvini

Dated: 12/3, 2018

ALSTON & BIRD LLP

By: 

Andrew E. Paris
Attorney for Asahi Beer U.S.A., Inc.

Dated: 11/30, 2018

ASAHI BEER U.S.A., INC.

By: 

Takahuru Tsuzuki
President

EXHIBIT A

Shalikaar v. Asahi Beer U.S.A., Inc.
Settlement Claim Form

THIS CLAIM FORM MUST BE POSTMARKED BY MMDDYYYY

Mail your completed Claim Form to:

Shalikaar v. Asahi Beer Settlement Administrator
P.O. Box ZZZZZZ
City, ST 00000-0000

You may also submit your Claim Form online at www.Website.com.

Full Name

Address

City

State

ZIP + 4

1. Indicate the Number of Qualifying Asahi Beer Products Purchased Between April 2013 and [Month 2018].

Qualifying Asahi Beer Products means all bottles and/or cans of Asahi brand Beer brewed outside Japan and sold in the United States, including Asahi Super Dry (any variety) and Asahi Select beers.

- Big Bottles (21.4 ounce bottles) _____ (claim value of \$0.10 each)
- 6-packs of 12 ounce bottles or cans _____ (claim value of \$0.50 each)
- 12-packs of 12 ounce cans _____ (claim value of \$1.00 each)
- 24-packs of 12 ounce cans _____ (claim value of \$2.00 each)

2. Proof of Purchase. While proof of purchase is not required to submit a Claim Form, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud. If you do not timely comply or are unable to produce documents or additional information to substantiate the information on this Claim Form if that information of requested of you specifically and the Claim is otherwise not approved, the Settlement Administrator may disqualify your Claim.

3. Sign the Claim Form. I declare, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above during the Class Period for personal or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.

Signature

Date

EXHIBIT B

1 Barbara A. Rohr (SBN 273353)
2 Benjamin Heikali (SBN 307466)
3 **FARUQI & FARUQI, LLP**
4 10866 Wilshire Boulevard, Suite 1470
5 Los Angeles, CA 90024
6 Telephone: (424) 256-2884
7 Facsimile: (424) 256-2885
8 E-mail: brohr@faruqilaw.com
9 bheikali@faruqilaw.com

6 Michael R. Reese (SBN 206773)
7 **REESE LLP**
8 100 West 93rd Street, 16th Floor
9 New York, NY 10001
10 Telephone: (212) 646-0500
11 Facsimile: (212) 253-4272
12 E-mail: mreese@reesellp.com

10 Melissa W. Wolchansky (*pro hac vice*)
11 **HALUNEN LAW**
12 1650 IDS Center
13 80 South Eighth Street
14 Minneapolis, MN 55402
15 Telephone: (612) 605-4098
16 Facsimile: (612) 605-4099
17 E-mail: wolchansky@halunenlaw.com
18 boyle@halunenlaw.com

15 *Attorneys for Plaintiffs Martin Shalika*
16 *and Alexander Panvini*

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 MATIN SHALIKAR and ALEXANDER
20 PANVINI, individually and on behalf of
21 all others similarly situated,

22 Plaintiffs,

23 v.

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

25 Defendant.
26
27
28

Case No.: 2:17-cv-02713 JAK
(JPRx)

**SECOND AMENDED CLASS
ACTION COMPLAINT**

JURY TRIAL DEMANDED

SECOND AMENDED CLASS ACTION COMPLAINT

1 Plaintiffs Matin Shalikar and Alexander Panvini (“Plaintiffs”) by and through
 2 their counsel, bring this Class Action Complaint against Asahi Beer U.S.A, Inc.
 3 (“Defendant”), on behalf of themselves and all others similarly situated, and allege
 4 upon personal knowledge as to their own actions, and upon information and belief as
 5 to counsel’s investigations and all other matters, as follows:

6 **NATURE OF THE ACTION**

7 1. Plaintiffs bring this consumer protection and false advertising class action
 8 lawsuit against Defendant, based on Defendant’s misleading business practices with
 9 respect to the sale of Asahi Super Dry beer not brewed in Japan (the “Product”).

10 2. At all relevant times, Defendant has marketed and sold the Product with
 11 labeling, packaging, and advertising that makes references to Japan, Japanese words,
 12 and Japanese characters. The Product’s labeling, packaging, and marketing led
 13 Plaintiffs and other consumers to reasonably believe that they were purchasing beer
 14 that is brewed in Japan.

15 3. In reality, the Product is not brewed in Japan, but instead is brewed in
 16 Canada by Molson.¹

17 4. Plaintiffs and other consumers have reasonably relied on Defendant’s
 18 deceptive advertising in purchasing the Product, believing that the Product was brewed
 19 in Japan. A recent national survey conducted among a demographically representative
 20 U.S. sample of over 1,000 adults demonstrated that 86% of respondents believed that
 21 based on the packaging of the Product, the Product is brewed in Japan.

22 5. Had Plaintiffs and other consumers known that the Product was not
 23 brewed in Japan, they would not have purchased the Product or would have paid
 24

25
 26 ¹ “We also have an agreement with Asahi to brew and package Asahi Super Dry and Asahi Select to
 27 the U.S. market... ” Molson Coors Brewing Company, Form 10-K, p. 10 (February 14, 2017)
 28 (hereinafter “Molson Coors 2016 Form 10-K”); *see also*, Asahi Breweries, Ltd., Worldwide,
<http://www.asahibeer.com/worldwide/> (last visited April 10, 2017).

1 significantly less for the Product. Therefore, Plaintiffs and other consumers have
2 suffered injury in fact as a result of Defendant's deceptive practices.

3 6. Plaintiffs bring this class action lawsuit on behalf of themselves and all
4 others similarly situated. Plaintiffs seek to represent a Nationwide Class, a California
5 Subclass, and a California Consumer Subclass (defined *infra* in paragraphs 39-41)
6 (collectively, referred to as "Classes").

7 7. Plaintiffs, on behalf of themselves and the Classes, are seeking damages,
8 restitution, declaratory and injunctive relief, and all other remedies this Court deems
9 appropriate.

10 **JURISDICTION AND VENUE**

11 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
12 1332(d)(2)(A) because this case is a class action where the aggregate claims of all
13 members of the proposed Classes are in excess of \$5,000,000, exclusive of interests
14 and costs, and Plaintiffs, as well as most members of the proposed Classes, which total
15 thousands of class members, are citizens of states different from the states of
16 Defendant.

17 9. This Court has personal jurisdiction over Defendant because Defendant
18 has its principle place business in California, and has sufficient minimum contacts in
19 California or otherwise intentionally did avail itself of the markets within California,
20 through its sale of the Product to California consumers.

21 10. Venue is proper in this District pursuant to 28 U.S.C. 1391(a)(1) because
22 Defendant has its principal place of business within this District, regularly conducts
23 business throughout this District, and a substantial part of the events and/or omissions
24 giving rise to this action occurred in this District.

1 **PARTIES**

2 11. Plaintiff Matin Shalikar is a citizen of California, residing in Los Angeles.
3 In 2016, Mr. Shalikar purchased the six-pack of the Product from Bristol Farms in Los
4 Angeles, California. In purchasing the Product, Mr. Shalikar saw and relied on the
5 Product name "Asahi" and the Japanese words and characters on the bottle and front
6 of the packaging of the Product. Based on these representations, Mr. Shalikar believed
7 he was purchasing a beer brewed in Japan. However, unbeknownst to Mr. Shalikar, the
8 Product he purchased was not brewed in Japan, but was instead brewed in Canada. Mr.
9 Shalikar would not have purchased the Product or would have paid significantly less
10 for the Product had he known that the Product was not brewed in Japan. Mr. Shalikar
11 therefore suffered injury in fact and lost money as a result of Defendant's misleading,
12 false, unfair, and fraudulent practices, as described herein. Despite being misled, Mr.
13 Shalikar would likely purchase the Product in the future if the Product was in fact
14 brewed in Japan.

15 12. Plaintiff Alexander Panvini has resided in Seattle, Washington during the
16 relevant time period. During the relevant time period, Plaintiff purchased Asahi Dry at
17 multiple locations in California during or around June through August of 2015. He
18 purchased Asahi Dry from retail stores in Concord, Lafayette and Walnut Creek,
19 California. Plaintiff purchased Asahi Dry bottles in six packs. Plaintiff purchased
20 Asahi Dry in reliance on Defendant's representations contained on the front of the
21 packaging and bottle that the beer was imported from Japan. Specifically, Mr. Panvini
22 saw and relied on the the Product name "Asahi" and the Japanese words and characters
23 on the front of the packaging and the bottle of the Product. Plaintiff has since learned
24 that Asahi Dry is not imported from Japan, but rather made in North America. Plaintiff
25 would not have purchased Asahi Dry had he known the Defendant's representations
26 were false. Because of Defendant's misrepresentations and deceptive conduct, Plaintiff
27 purchased beer that had less value than what Plaintiff paid, and Plaintiff has
28

1 accordingly suffered legally cognizable damages proximately caused by Defendant's
 2 misconduct. After learning the truth about Defendant's mislabeling of Asahi Dry,
 3 Plaintiff decided to stop purchasing it. If Asahi Dry were accurately labeled, Plaintiff
 4 would continue purchasing them.

5 13. Defendant Asahi Beer U.S.A., Inc. is a Delaware corporation with its
 6 principal place of business at 3625 Del Amo Blvd., 9250, Torrance, California 90503.
 7 Defendant is a wholly owned subsidiary of Asahi Breweries, Ltd., which in turn is a
 8 wholly owned subsidiary of Asahi Group Holdings, Ltd. Defendant is responsible for
 9 the marketing, distribution, and sale of the Product in the United States, including in
 10 this District.

11 **FACTUAL ALLEGATIONS**

12 **A. Background**

13 14. In March 1987, Asahi Breweries, Ltd. launched Asahi Super Dry beer in
 14 Japan.²

15 15. In April 1998, Asahi Beer U.S.A, Inc. was established to market,
 16 distribute, and sell the Product in the United States.³

17 16. Since as early as 2004, Asahi Breweries, Ltd. contracted with Molson,
 18 whereby the two companies agreed that Molson would brew the Product in Canada for
 19 Asahi Breweries, Ltd., for distribution and sale in the United States by Defendant.⁴

20 17. At all relevant times, the Product was brewed by Molson in Canada, and
 21 then marketed, distributed, and sold in the United States by Defendant.⁵

22 18. Further, Molson is currently finalizing negotiations with Asahi Breweries,
 23 Ltd. for an extension of this contract through early 2020.⁶

25 ² http://www.asahigroup-holdings.com/en/ir/pdf/2016_yend_factbook.pdf#zoom=100 (last visited
 26 on April 10, 2017).

26 ³ *Id.*

27 ⁴ Molson Coors Brewing Company, Form 10-K, p. 85 (March 10, 2006).

27 ⁵ Molson Coors 2016 Form 10-K at 6, 9, 10.

28 ⁶ *Id.* at 10.

1 19. At all relevant times, the Product was sold across California and the
2 United States at grocery chains, convenience stores, liquor stores, and other retailers
3 including, but not limited to, Bristol Farms, BevMo!, and Total Wine & More.

4 20. The Product is manufactured in a variety of sizes as depicted below:



21. The Product is sold at a price premium above other domestically brewed beers. For example, a 6-pack of the Product is currently sold at Bristol Farms for \$9.99 while a 6-pack of Budweiser beer is currently sold at Bristol Farms for \$6.99. The Product also garners a price premium over Canadian brewed beer. For example, a 6-pack of Labatt Blue, a Canadian brewed beer, is currently sold at Bristol Farms for \$6.99.

22. Water makes up more than 90 percent of beer, and the type of water used greatly influences the taste and quality of the beer, just as climate and terroir greatly influence the taste and quality of wine.⁷

23. The Asahi beer distributed and sold in Japan contains water from the site of the brewery in which it is produced. For example, Asahi Breweries, Ltd.'s original brewery, the Suita Brewery, uses water from the water springs in Suita city in the Osaka Prefecture of Japan.⁸ The Osaka Prefecture is known for its good quality spring water, which is influential in the taste and quality of the beer.⁹

24. Defendant, through its agreement with Molson, does not use water from Japan in the Product. Rather, the water Molson uses to brew the Product comes from local sources near Molson's breweries in Canada. According to the Molson Coors 2016 Form 10-K, "[w]ater used in the brewing process is from local sources in the communities where our breweries operate."¹⁰

B. The Product's Labeling, Packaging, and Marketing are Misleading to Reasonable Consumers

25. The Product's labeling, packaging, and marketing are misleading to reasonable consumers, including Plaintiffs and other Class members, and only serves

⁷ <https://beerandbrewing.com/VUKd4igAABCrKdWe/article/brewing-water> (last visited on April 10, 2017).

⁸ <http://www.pref.osaka.lg.jp/en/attraction/culture/aquapolis/aquapolis4.html> (last visited on April 10, 2017).

⁹ *Id.*

¹⁰ Molson Coors 2016 Form 10-K at 9.

1 the profit maximizing interests of Defendant.

2 26. Defendant deceptively labeled and packaged the Product to target
3 consumers who are interested in purchasing Japanese-made products.

4 27. The overall brand image of Asahi beer, including its name¹¹, is centered
5 around Japan. Defendant uses references to Japan, Japanese words, and Japanese
6 characters/script on the Product label and its packaging, creating the impression that
7 the Product is brewed in Japan.

8 28. The following, taken in isolation and as a whole, create a misleading
9 perception that the Product is brewed in Japan:

- 10 a. The “Asahi” product name spelled in English;
- 11 b. アサヒ ビールー Japanese Katakana script which means “Asahi beer;”
- 12 c. スーパードライー Japanese Katakana script which means “Super Dry”
- 13 d. 辛口ー Japanese Kanji characters which mean “Karakuchi”, the Japanese
14 word for dry taste.

15 29. Defendant knows, knew or should have known that Plaintiffs and other
16 consumers did and would rely on the labeling, packaging, and advertising of the
17 Product in purchasing the Product, and would reasonably believe that the Product was
18 brewed in Japan.

19 30. A recent national survey conducted among a demographically
20 representative U.S. sample of over 1,000 adults (the “Asahi Survey”) demonstrated that
21 based on the packaging of the Product, 86% of respondents believed that the Product
22 is brewed in Japan. Further, Asahi Survey found that based on the bottle of the Product,
23 87% of respondents believed the Product is brewed in Japan.

24 31. In reasonable reliance on the representations listed in Paragraphs 27-28,
25 and reasonably believing that the Product was brewed in Japan, Plaintiffs and other
26 members of the Classes purchased the Product.

27 _____
28 ¹¹ “Asahi” means morning sun in Japanese.

1 32. Consumer research has demonstrated that representations regarding
2 geographic origin of a product have a direct effect on product evaluations by
3 consumers, especially regarding the quality of the product.

4 33. Plaintiffs and members of the Classes did not know, and had no reason to
5 know, that the Product is not brewed in Japan because of how the Product is deceptively
6 labeled, packaged, and advertised to create the impression that it is brewed in Japan.

7 34. Because the Product is not brewed in Japan as reasonably expected by
8 Plaintiffs and other consumers, Defendant's marketing of the Product was and
9 continues to be misleading and deceptive.

10 35. Each consumer has been exposed to the same or substantially similar
11 deceptive practices because: 1) each Product contains identical or substantially similar
12 representations centered around Japan; and 2) each Product is not brewed in Japan.

13 36. Plaintiffs and other consumers have paid an unlawful premium for the
14 Product. Plaintiffs and other consumers would have paid significantly less for the
15 Product had they known that the Product was not brewed in Japan. In the alternative,
16 Plaintiffs and other consumers would not have purchased the Product at all had they
17 known that the Product was not brewed in Japan. Therefore, Plaintiffs and other
18 consumers purchasing the Product suffered injury in fact and lost money as a result of
19 Defendant's false, unfair, and fraudulent practices, as described herein.

20 37. As a result of its misleading business practices, and the harm caused to
21 Plaintiffs and other consumers, Defendant should be enjoined from deceptively
22 representing that the Product is brewed in Japan. Furthermore, Defendant should be
23 required to pay for all damages caused to misled consumers, including Plaintiffs.

24 38. Despite being misled by Defendant, Plaintiff Shalikaar would likely
25 purchase the Product in the future if the Product was in fact brewed in Japan.

CLASS ACTION ALLEGATIONS

39. Plaintiffs bring this case as a class action that may be properly maintained under Federal Rule of Civil Procedure 23 on behalf of themselves and all persons in the United States who purchased the Product within the relevant statute of limitations periods (“Nationwide Class”).

40. Plaintiffs also seek to represent a subclass defined as all persons, who are California residents who purchased the Product, or who purchased the Product within the State of California, during the relevant statute of limitations periods (“California Subclass”).

41. Plaintiffs also seek to represent a subclass defined as all persons, who are California residents who purchased the Product, or who purchased the Product within the State of California, for personal, family, or household purposes during the relevant statute of limitations periods (“California Consumer Subclass”).

42. Excluded from the Classes are Defendant, the officers and directors of Defendant at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which Defendant has or had a controlling interest. Any judge and/or magistrate judge to whom this action is assigned and any members of such judges’ staffs and immediate families are also excluded from the Classes. Also excluded from the Classes are persons or entities that purchased the Product for sole purposes of resale.

43. Plaintiffs hereby reserve the right to amend or modify the class definitions with greater specificity or division after having had an opportunity to conduct discovery.

44. Plaintiffs are members of all Classes.

45. Numerosity: Defendant has sold thousands of units of the Product. The Product is sold at grocery chains, convenience stores, liquor stores, and other retailers including, but not limited to, Bristol Farms, BevMo!, and Total Wine & More.

1 Accordingly, members of the Classes are so numerous that their individual joinder
2 herein is impractical. While the precise number of Class members and their identities
3 are unknown to Plaintiffs at this time, the number may be determined through
4 discovery.

5 46. Common Questions Predominate: Common questions of law and fact
6 exist as to all members of the Classes and predominate over questions affecting only
7 individual Class members. Common legal and factual questions include, but are not
8 limited to, the following: whether the Product's labeling, packaging, and marketing is
9 misleading to a reasonable consumer, and therefore violates various consumer
10 protection statutes and common laws.

11 47. Typicality: Plaintiffs' claims are typical of the claims of the Classes they
12 seek to represent in that Plaintiffs and members of the Classes were exposed to
13 Defendant's misleading labeling, packaging, and marketing, and purchased the Product
14 reasonably relying on the misleading labeling, packaging, and marketing, and suffered
15 losses as a result of such purchases.

16 48. Adequacy: Plaintiffs are adequate representatives of the Classes because
17 their interests do not conflict with the interests of the members of the Classes they seek
18 to represent, they have retained competent counsel experienced in prosecuting class
19 actions, and they intend to prosecute this action vigorously. The interests of the
20 members of the Classes will be fairly and adequately protected by Plaintiffs and their
21 counsel.

22 49. Superiority: A class action is superior to other available means for the fair
23 and efficient adjudication of the claims of the members of the Classes. The size of
24 each claim is too small to pursue individually and each individual Class member will
25 lack the resources to undergo the burden and expense of individual prosecution of the
26 complex and extensive litigation necessary to establish Defendant's liability.
27 Individualized litigation increases the delay and expense to all parties and multiplies
28

1 the burden on the judicial system presented by the complex legal and factual issues of
 2 this case. Individualized litigation also presents a potential for inconsistent or
 3 contradictory judgments. The class action mechanism is designed to remedy harms
 4 like this one that are too small in value, although not insignificant, to file individual
 5 lawsuits for.

6 50. This lawsuit is maintainable as a class action under Federal Rule of Civil
 7 Procedure 23(b)(2) because Defendant has acted or refused to act on grounds that are
 8 generally applicable to the Class members, thereby making final injunctive relief
 9 appropriate with respect to all Classes.

10 51. This lawsuit is maintainable as a class action under Federal Rule of Civil
 11 Procedure 23(b)(3) because the questions of law and fact common to the members of
 12 the Classes predominate over any questions that affect only individual members, and
 13 because the class action mechanism is superior to other available methods for the fair
 14 and efficient adjudication of the controversy.

15 **FIRST CLAIM FOR RELIEF**
 16 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**
 17 **California Civil Code §§ 1750, et seq.**
 18 **(for the California Consumer Subclass)**

19 52. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if
 20 fully set forth herein.

21 53. Plaintiffs bring this claim individually and on behalf of the members of
 22 the proposed California Consumer Subclass against Defendant.

23 54. The Product is a "good" within the meaning of Cal. Civ. Code § 1761(a),
 24 and the purchases of such products by Plaintiff and members of the California
 25 Consumer Subclass constitute "transactions" within the meaning of Cal. Civ. Code §
 26 1761(e).

27 55. Cal. Civ. Code § 1770(a)(2) prohibits "misrepresenting the source,
 28 sponsorship, approval, or certification of goods or services." By marketing the Product

1 with its current labels, packaging, and advertisements, Defendant has represented and
2 continues to represent that the source of the Product is Japan, when it is not. Therefore,
3 Defendant has violated section 1770(a)(2) of the CLRA.

4 56. Cal. Civ. Code § 1770(a)(4) prohibits “using deceptive representations or
5 designations of geographical origin in connection with goods or services.” By
6 marketing the Product with its current labels, packaging, and advertisements, Defendant
7 has used deceptive representations and designations of the Product’s geographical origin
8 (Japan). Therefore, Defendant has violated section 1770(a)(4) of the CLRA.

9 57. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
10 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
11 quantities which they do not have” By marketing the Product with its current labels,
12 packaging, and advertisements, Defendant has represented and continues to represent that
13 the Product has characteristics (that it is brewed in Japan) when it does not have such
14 characteristics. Therefore, Defendant has violated section 1770(a)(5) of the CLRA.

15 58. Cal. Civ. Code § 1770(a)(7) prohibits “[r]espresenting that goods or
16 services are of a particular standard, quality, or grade, or that goods are of a particular
17 style or model, if they are of another.” By marketing the Product with its current labels,
18 packaging, and advertisements, Defendant has represented and continues to represent that
19 the Product is of a particular style (that it is brewed in Japan) when it is of another (brewed
20 in Canada). Therefore, Defendant has violated section 1770(a)(7) of the CLRA.

21 59. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
22 with intent not to sell them as advertised.” By labeling, packaging, and marketing the
23 Product with references to Japan, Japanese words, and Japanese characters so that a
24 reasonable consumer would believe that the Product was brewed in Japan, and then
25 intentionally not selling the Product as brewed in Japan, Defendant has violated section
26 1770(a)(9) of the CLRA.

27 60. At all relevant times, Defendant has known or reasonably should have
28

1 known that the Product was not brewed in Japan, and that Plaintiffs and other members
2 of the California Consumer Subclass would reasonably and justifiably rely on the
3 labeling, packaging, and other advertisements in purchasing the Product.

4 61. Plaintiffs and members of the California Consumer Subclass have
5 reasonably and justifiably relied on Defendant's misleading, and fraudulent conduct
6 when purchasing the Product. Moreover, based on the very materiality of Defendant's
7 fraudulent and misleading conduct, reliance on such conduct as a material reason for
8 the decision to purchase the Product may be presumed or inferred for Plaintiffs and
9 members of California Consumer Subclass.

10 62. Plaintiffs and members of the California Consumer Subclass have
11 suffered and continue to suffer injuries caused by Defendant because they would not
12 have purchased the Product or would have paid significantly less for the Product had
13 they known that Defendant's conduct was misleading and fraudulent.

14 63. Under Cal. Civ. Code § 1780(a), Plaintiffs and members of the California
15 Consumer Subclass are seeking injunctive relief pursuant to the CLRA, preventing
16 Defendant from further wrongful acts and unfair and unlawful business practices, as
17 well as restitution, disgorgement of profits, and any other relief this Court deems
18 proper.

19 64. Pursuant to Cal. Civ. Code § 1782, on March 6, 2017, counsel for Plaintiff
20 Martin Shalikar mailed a notice and demand letter by certified mail, with return receipt
21 requested, to Defendant. Defendant received the notice and demand letter on March 9,
22 2017.¹²

23 65. Pursuant to Cal. Civ. Code § 1782, on November 29, 2016, Plaintiff
24 Alexander Panvini, through counsel, delivered a CLRA demand letter to Defendant
25 that provided notice of Defendant's violation of the CLRA and demanded Defendant
26 correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and deceptive
27

28 ¹² See Exhibit 1.

1 practices complained of herein. The letter also stated that if Defendant refused to do
 2 so, Plaintiff would file a complaint seeking damages in accordance with the CLRA.
 3 Defendant failed to comply with the letter.

4 66. Because Defendant has failed to fully rectify or remedy the damages
 5 caused after waiting more than the statutorily required 30 days after it received both
 6 the notice and demand letters, Plaintiffs timely filed their complaints against
 7 Defendant.

8
 9 **SECOND CLAIM FOR RELIEF**
 10 **Violation of California's Unfair Competition Law ("UCL"),**
 11 **California Business & Professions Code §§ 17200, et seq.**
 12 ***(for the California Subclass and California Consumer Subclass)***

13 67. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if
 14 fully set forth herein.

15 68. Plaintiffs bring this claim individually and on behalf of the members of
 16 the proposed California Subclass and California Consumer Subclass against
 17 Defendant.

18 69. UCL §17200 provides, in pertinent part, that "unfair competition shall
 19 mean and include unlawful, unfair or fraudulent business practices and unfair,
 20 deceptive, untrue or misleading advertising"

21 70. Under the UCL, a business act or practice is "unlawful" if it violates any
 22 established state or federal law.

23 71. Defendant's false and misleading advertising of the Product therefore was
 24 and continues to be "unlawful" because it violates the CLRA, California's False
 25 Advertising Law ("FAL"), and other applicable laws as described herein.

26 72. As a result of Defendant's unlawful business acts and practices, Defendant
 27 has unlawfully obtained money from Plaintiffs, and members of both the California
 28 Subclass and California Consumer Subclass.

73. Under the UCL, a business act or practice is "unfair" if the defendant's

1 conduct is substantially injurious to consumers, offends public policy, and is immoral,
2 unethical, oppressive, and unscrupulous, as the benefits for committing such acts or
3 practices are outweighed by the gravity of the harm to the alleged victims.

4 74. Defendant's conduct was and continues to be of no benefit to purchasers
5 of the Product, as it is misleading, unfair, unlawful, and is injurious to consumers who
6 rely on the Product's labeling, packaging, and marketing. Creating consumer
7 confusion as to the actual location of brewing is of no benefit to consumers. Therefore,
8 Defendant's conduct was and continues to be "unfair."

9 75. As a result of Defendant's unfair business acts and practices, Defendant
10 has and continues to unfairly obtain money from Plaintiffs, and members of both the
11 California Subclass and California Consumer Subclass.

12 76. Under the UCL, a business act or practice is "fraudulent" if it actually
13 deceives or is likely to deceive members of the consuming public.

14 77. Defendant's conduct here was and continues to be fraudulent because it
15 has the effect of deceiving consumers into believing that the Product is brewed in
16 Japan, when it is not. Because Defendant misled Plaintiffs and members of both the
17 California Subclass and California Consumer Subclass, Defendant's conduct was
18 "fraudulent."

19 78. As a result of Defendant's fraudulent business acts and practices,
20 Defendant has and continues to fraudulently obtain money from Plaintiffs, and
21 members of both the California Subclass and California Consumer Subclass.

22 79. Plaintiffs request that this Court cause Defendant to restore this
23 unlawfully, unfairly, and fraudulently obtained money to Plaintiffs, and members of
24 both the California Subclass and California Consumer Subclass, to disgorge the profits
25 Defendant made on these transactions, and to enjoin Defendant from violating the UCL
26 or violating it in the same fashion in the future as discussed herein. Otherwise,
27 Plaintiffs, and members of both the California Subclass and California Consumer
28

Subclass, may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

THIRD CLAIM FOR RELIEF
Violation of California's False Advertising Law ("FAL"),
California Business & Professions Code §§ 17500, et seq
(for the California Subclass and California Consumer Subclass)

80. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if fully set forth herein.

81. Plaintiffs bring this claim individually and on behalf of the members of the proposed California Subclass and California Consumer Subclass against Defendant.

82. California's FAL makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any statement, concerning . . . personal property or services professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

83. Defendant has represented and continues to represent to the public, including Plaintiffs and members of both the California Subclass and California Consumer Subclass, through Defendant's deceptive labeling, packaging, and marketing, that the Product is brewed in Japan. Defendant's representations are misleading because the Product is not brewed in Japan. Because Defendant has disseminated misleading information regarding the Product, and Defendant knows, knew, or should have known through the exercise of reasonable care that the representations were and continue to be misleading, Defendant violates the FAL.

84. Furthermore, Defendant knows, knew or should have known through the exercise of reasonable care that such representations were and continue to be untrue or

1 misleading.

2 85. As a result of Defendant's false advertising, Defendant has and continues
3 to fraudulently obtain money from Plaintiffs and members of both the California
4 Subclass and California Consumer Subclass.

5 86. Plaintiffs request that this Court cause Defendant to restore this
6 fraudulently obtained money to Plaintiffs and members of both the California Subclass
7 and California Consumer Subclass, to disgorge the profits Defendant made on these
8 transactions, and to enjoin Defendant from violating the FAL or violating it in the same
9 fashion in the future as discussed herein. Otherwise, Plaintiffs and members of both
10 the California Subclass and California Consumer Subclass may be irreparably harmed
11 and/or denied an effective and complete remedy if such an order is not granted.

12 **FOURTH CLAIM FOR RELIEF**
13 **Breach of Implied Warranty**
14 **California Commercial Code § 2314**

15 *(for the California Subclass and California Consumer Subclass)*

16 87. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if
17 fully set forth herein.

18 88. Plaintiffs bring this claim individually and on behalf of the members of
19 the proposed California Subclass and California Consumer Subclass against
20 Defendant.

21 89. California Commercial Code § 2314(1) provides that "a warranty that the
22 goods shall be merchantable is implied in a contract for their sale if the seller is a
23 merchant with respect to goods of that kind." Cal. Com. Code § 2314(1).

24 90. California Commercial Code § 2314(2) provides that "[g]oods to be
25 merchantable must be at least such as... (f) conform to the promises or affirmations of
26 fact made on the container or label if any." Cal. Com. Code § 2314(2)(f).

27 91. Defendant is a merchant with respect to the sale of beer products,
28 including the Product here. Therefore, a warranty of merchantability is implied in

1 every contract for sale of the Product to Plaintiffs and California consumers.

2 92. By advertising the Product with its current labeling and packaging,
3 Defendant made an promise that the Product was brewed in Japan. By not brewing the
4 Product in Japan, the Product has not “conform[ed] to the promises...made on the
5 container or label” of the Product. Plaintiffs and California consumers did not receive
6 the goods as impliedly warranted by Defendant to be merchantable.

7 93. Therefore, the Product is not merchantable under California law and
8 Defendant has breached its implied warranty of merchantability in regard to the
9 Product.

10 94. If Plaintiffs and members of both the California Subclass and California
11 Consumer Subclass had known that the Product was not brewed in Japan, they would
12 not have purchased the Product or would not have been willing to pay the premium
13 price associated with the Product. Therefore, as a direct and/or indirect result of
14 Defendant’s breach, Plaintiffs and members of both the California Subclass and
15 California Consumer Subclass have suffered injury and deserve to recover all damages
16 afforded under the law.

17 **FIFTH CLAIM FOR RELIEF**
18 **Common Law Fraud**
(for the Classes)

19 95. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if
20 fully set forth herein.

21 96. Plaintiffs bring this claim individually and on behalf of the members of
22 the Classes against Defendant.

23 97. Defendant has willfully, falsely, or knowingly labeled, packaged, and
24 marketed the Product in a manner indicating that the Product is brewed in Japan.
25 However, the Product is not brewed in Japan. Therefore, Defendant has made
26 misrepresentations regarding the Product.

27 98. Defendant’s misrepresentations are and were material (i.e., the type of
28

1 misrepresentations to which a reasonable person would attach importance and would
2 be induced to act thereon in making purchase decisions), because they relate to where
3 the brewing of the Product occurred.

4 99. Defendant knew or recklessly disregarded the fact that the Product was
5 not brewed in Japan.

6 100. Defendant intends that Plaintiffs and other consumers rely on these
7 representations, as evidenced by Defendant's intentionally using labeling and
8 packaging that references Japan, and uses Japanese words and characters.

9 101. Plaintiffs and members of the Classes have reasonably and justifiably
10 relied on Defendant's misrepresentations when purchasing the Product and had the
11 correct facts been known, would not have purchased the Product or would not have
12 purchased them at the prices at which they were offered.

13 102. Therefore, as a direct and proximate result of Defendant's fraud, Plaintiffs
14 and members of the Classes have suffered economic losses and other general and
15 specific damages, including but not limited to the amounts paid for the Product, and
16 any interest that would have accrued on those monies, all in an amount to be proven at
17 trial.

18 **SIXTH CLAIM FOR RELIEF**
19 **Intentional Misrepresentation**
(for the Classes)

20 103. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if
21 fully set forth herein.

22 104. Plaintiffs bring this claim individually and on behalf of the members of
23 the Classes against Defendant.

24 105. Defendant labeled, packaged, and marketed the Product in a manner
25 indicating that the Product is brewed in Japan. However, the Product is not brewed in
26 Japan. Therefore, Defendant has made misrepresentations as to the Product.

27 106. Defendant's misrepresentations regarding the Product are material to a
28

1 reasonable consumer because they relate to the location of the brewing of the Product
2 received by consumers. A reasonable consumer would attach importance to such
3 representations and would be induced to act thereon in making purchase decisions.

4 107. At all relevant times when such representations were made, Defendant
5 knew that the representations were misleading, or has acted recklessly in making the
6 representations and without regard to the truth.

7 108. Defendant intends that Plaintiffs and other consumers rely on these
8 representations, as evidenced by Defendant intentionally using labeling and packaging
9 that references Japan, and uses Japanese words and characters.

10 109. Plaintiffs and members of the Classes have reasonably and justifiably
11 relied on Defendant's intentional misrepresentations when purchasing the Product, and
12 had the correct facts been known, would not have purchased the Product or would not
13 have purchased them at the prices at which they were offered.

14 110. Therefore, as a direct and proximate result of Defendant's intentional
15 misrepresentations, Plaintiffs and members of the Classes have suffered economic
16 losses and other general and specific damages, including but not limited to the amounts
17 paid for the Product, and any interest that would have accrued on those monies, all in
18 an amount to be proven at trial.

19
20 **SEVENTH CLAIM FOR RELIEF**
21 **Quasi Contract/Unjust Enrichment/Restitution**
(for the Classes)

22 111. Plaintiffs repeat the allegations contained in paragraphs 1-51 above as if
23 fully set forth herein.

24 112. Plaintiffs bring this claim individually and on behalf of the members of
25 the Classes against Defendant.

26 113. As alleged herein, Defendant has intentionally and recklessly made
27 misleading representations to Plaintiffs and members of the Classes to induce them to
28

1 purchase the Product. Plaintiffs and members of the Classes have reasonably relied on
2 the misleading representations and have not received all of the benefits promised by
3 Defendant. Plaintiffs and members of the Classes therefore have been induced by
4 Defendant's misleading and false representations about the Product, and paid for them
5 when they would and/or should not have or paid more money to Defendant for the
6 Product than they otherwise would and/or should have paid.

7 114. Plaintiffs and members of the Classes have conferred a benefit upon
8 Defendant as Defendant has retained monies paid to them by Plaintiffs and members
9 of the Classes.

10 115. The monies received were obtained under circumstances that were at the
11 expense of Plaintiffs and members of the Classes – i.e., Plaintiffs and members of the
12 Classes did not receive the full value of the benefit conferred upon Defendant.

13 116. Therefore, it is inequitable and unjust for Defendant to retain the profit,
14 benefit, or compensation conferred upon it without paying Plaintiffs and the members
15 of the Classes back for the difference of the full value of the benefits compared to the
16 value actually received.

17 117. As a direct and proximate result of Defendant's unjust enrichment,
18 Plaintiffs and members of the Classes are entitled to restitution, disgorgement, and/or
19 the imposition of a constructive trust upon all profits, benefits, and other compensation
20 obtained by Defendant from its deceptive, misleading, and unlawful conduct as alleged
21 herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek judgment against Defendant, as follows:

a) For an order certifying the Nationwide Class, the California Subclass, and the California Consumer Subclass, under Rule 23 of the Federal Rules of Civil Procedure; naming Plaintiffs as representatives of all Classes; and naming Plaintiffs' attorneys as Co-Lead Class Counsel to represent all Classes.

b) For an order declaring that Defendant's conduct violates the statutes and laws referenced herein;

c) For an order finding in favor of Plaintiffs, and all Classes, on all claims asserted herein;

d) For an order awarding damages on behalf of the California Consumer Subclass, in amounts to be determined by the Court and/or jury;

e) For prejudgment interest on all amounts awarded;

f) For interest on the amount of any and all economic losses, at the prevailing legal rate;

g) For an order of restitution and all other forms of equitable monetary relief;

h) For injunctive relief as pleaded or as the Court may deem proper;

i) For an order awarding Plaintiffs and all Classes their reasonable attorneys' fees, expenses and costs of suit, including as provided by statute such as under California Code of Civil Procedure section 1021.5; and

j) For any other such relief as the Court deems just and proper.

1 **DEMAND FOR TRIAL BY JURY**

2
3 Plaintiffs demand a trial by jury on all issues so triable.

4 Dated: June 16, 2017

FARUQI & FARUQI, LLP

5
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19
20 *Attorneys for Plaintiffs Matin Shalika*
21 *and Alexander Panvini*

CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Matin Shalika, declare as follows:

1. I am the Plaintiff in this action and a citizen of the State of California. To extent the allegations in the complaint are based on my personal knowledge, they are true and, if called as a witness, I could testify competently thereto.

2. This Class Action Complaint is filed in the proper place for trial because I purchased the Product in this District, and Defendant conducts a substantial amount of business in this District.

3. In 2016, I purchased the Product from Bristol Farms located in this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on April ___, 2017 at Los Angeles, California.



Matin Shalika

EXHIBIT A



FARUQI & FARUQI
LLP
ATTORNEYS AT LAW

NEW YORK

CALIFORNIA

DELAWARE

PENNSYLVANIA

BARBARA A. ROHR
brohr@faruqilaw.com

March 6, 2017

Via Certified U.S. Mail
Return Receipt Requested

Asahi Beer U.S.A., Inc.
3625 Del Amo Blvd., #250
Torrance, CA 90503

Re: *Class Action Notification and Pre-Lawsuit Demand Pursuant to California Civil Code Section 1782 and All Other Applicable Laws Requiring Pre-Suit Notice Concerning Asahi Beer*

To Whom It May Concern:

Please be advised that Faruqi & Faruqi, LLP represents Matin Shalikar ("Client"), purchaser of Asahi Super Dry beer. Our Client seeks to represent a nationwide class of consumers ("Class") who, within the relevant time period,¹ purchased any Asahi beer brewed by Molson Canada ("Products"). This letter provides Asahi Beer U.S.A., Inc. ("Defendant") with notice and demand for corrective action. All further communications intended for our Client must be directed through this office. Furthermore, this demand and notice letter is meant to comply with the requirements of *California Civil Code* §1782, and all other laws requiring a pre-suit demand and notice prior to litigation, on behalf of our Client and all others similarly situated should this matter proceed to litigation.

During the relevant time period, Defendant and/or its agents have impliedly represented that the Products are brewed in Japan. The Products, however, are brewed in Canada.

Mr. Shalikar, a consumer residing in California, purchased Asahi Super Dry beer in Los Angeles, California. Based on Defendant's representations, Mr. Shalikar reasonably believed that the beer he purchased was brewed in Japan. The beer, however, is brewed in Canada.

These business practices violate several California consumer protection statutes and laws. Pursuant to *California Civil Code* §1782(a)(1), our Client and the Class further provide notice that they believe Defendant has violated, and continues to violate the California Consumers Legal Remedies Act ("CLRA"), and specifically *California Civil Code* §1770, in at least the following manner:

¹ From four years prior to the date of a prospective complaint filed by our Client.



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LLP
ATTORNEYS AT LAW

Asahi Beer U.S.A., Inc.
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March 6, 2017

1. Misrepresenting the source, sponsorship, approval, or certification of goods or services (Section 1770(a)(2));
2. Using deceptive representations or designations of geographic origin in connection with goods or services (Section 1770(a)(4));
3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have (Section 1770(a)(5));
4. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another (Section 1770(a)(7)); and
5. Advertising goods or services with intent not to sell them as advertised (Section 1770(a)(9)).

It is our opinion that Defendant has also violated and continues to violate California Business and Professions Code Sections 17200 and 17500, as well as other statutory and common law.

This letter not only serves as notification of Defendant's alleged violations of *California Civil Code* §1770 as outlined above, but also as our Client's demand, and all others similarly situated, that Defendant immediately corrects, repairs, refunds and otherwise rectifies the violations of § 1770 and the other statutes and causes of action referenced above, on a class-wide basis.

To cure the harmful conduct noted herein, we demand that Defendant: (1) cease and desist from advertising and selling of the Products in a false and misleading manner; (2) issue an immediate recall of the Products; and (3) make full restitution to the Class of all money obtained from the sales thereof.

We further demand that Defendant preserve all documents, emails, other electronically stored information and other evidence which refer or relate to any of the above-described practices, including, but not limited to:

1. All documents concerning the development and/or testing of the Products;
2. All documents concerning the brewing, manufacturing, packaging, labeling, advertisement, promotion, marketing and sale of the Products;
3. All documents concerning communications with any individual involved in the brewing, development, testing, packaging, labeling, advertisement, promotion, marketing and sale of the Products;



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Asahi Beer U.S.A., Inc.

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4. All documents concerning communications with purchasers of the Products;
5. All documents concerning the sales volume of the Products (in units and/or dollars), and the revenues derived therefrom; and
6. All documents concerning the identities and location of potential class members who purchased the Products.

Further, this letter serves as a thirty (30) day notice and demand requirement under §1782 for damages. Accordingly, should Defendant fail to rectify the unfair and deceptive scheme within thirty (30) days of receipt of this letter, our Client will file a class action complaint for actual damages, punitive damages, and all other damages permitted under the CLRA and the other statutes and causes of action available to him, along with interest, attorneys' fees and costs for Defendant's violations.

We are willing to discuss an appropriate way to remedy the demands asserted in this letter. If Defendant wishes to enter into such a discussion, please contact our firm immediately. If we do not hear from Defendant promptly, we will conclude that Defendant is not interested in resolving this dispute short of litigation in the form of a class action lawsuit. If Defendant contends that any statement in this letter is inaccurate in any respect, please provide our firm with Defendant's contentions and supporting documents promptly.

Please contact the undersigned if there are any questions or concerns.

Sincerely,

A handwritten signature in blue ink, reading 'Barbara A. Rohr'.

Barbara A. Rohr

cc: Timothy J. Peter
Ben Heikali

7016 2140 0000 1581 4440

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ 3.35

Extra Services & Fees (check box, add fee to postage)
☒ Return Receipt (hardcopy) \$ 2.75
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
 \$ 0.70

Total Postage and Fees
 \$ 6.80

Sent To Asahi Beer U.S.A., Inc.
 Street and Apt. No., or PO Box No. 3625 Del Amo Blvd., #250
 City, State, ZIP+4® Torrance, CA 90503

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: <u>Asahi Beer U.S.A., Inc.</u> <u>3625 Del Amo Blvd., #250</u> <u>Torrance, CA 90503</u></p> <p>2. Article Number (Transfer from service label) <u>716 2140 0000 1581 4440</u></p>	<p>A. Signature <u>X</u> <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING®

9590 9402 2536 6306 2567 85

United States Postal Service

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•
Barbara A. Rohr
Farugi & Farugi, LLP
10866 Wilshire Blvd., #1470
Los Angeles, CA 90024

USPS Tracking®

Still Have Questions?
[Browse our FAQs >](#)



Get Easy Tracking Updates >
Sign up for My USPS.

Tracking Number: 70162140000015814440

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

Available Actions

[Text Updates](#)

[Email Updates](#)

DATE & TIME

STATUS OF ITEM

LOCATION

March 9, 2017 , 11:53 am

Delivered, Left with Individual

TORRANCE, CA 90503

Your item was delivered to an individual at the address at 11:53 am on March 9, 2017 in TORRANCE, CA 90503.

March 8, 2017 , 2:54 pm

In Transit to Destination

March 7, 2017 , 2:54 pm

Departed USPS Facility

LOS ANGELES, CA 90052

March 6, 2017 , 9:26 pm

Arrived at USPS Facility

LOS ANGELES, CA 90052

Track Another Package

Tracking (or receipt) number

[Track It](#)

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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CERTIFICATE OF SERVICE

I hereby certify that on June 16, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document to the non-CM/ECF participants indicated on the Manual Notice List.

Dated: June 16, 2017

/s/ Barbara A. Rohr
Barbara A. Rohr

EXHIBIT C



Legal Notification Services

Settlement Notice Plan

Shalika, et al. v. Asahi Beer U.S.A., Inc.

Case No. 2:17-cv-02713

United States District Court

Central District of California

Prepared: April 2, 2018

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Media Terms

The following provides the meaning of media terms highlighted throughout the Notice Plan:

Audience: Net number of persons or different persons exposed to a media vehicle. It is larger than a publication's circulation because it includes pass-along readers who may obtain the publication second hand (e.g., from a reception room, neighbor, friend).

Circulation: Total number of publication copies sold through all channels of distribution (e.g., subscriptions, newsstand, bulk).

Impressions or Exposures: Total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. It is a gross or cumulative number that may include the same person more than once. Impressions can exceed the population size.

Reach or Coverage: Net percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once within a given period of time. Reach factors out duplication, representing the total different/net persons.

Selectivity Index: Shows the concentration of a specific population group relative to the general adult population. For example, a publication selectivity index of 175 among men indicates that the publication's readers are 75% more likely to be men as compared to the general adult population.

Media Resources

The resources we use to quantify our plan approach include the same resources used by media professionals to guide the billions of dollars of advertising we see today:

Alliance for Audited Media (AAM)

AAM is a nonprofit organization that connects North America's leading media companies, advertisers and ad agencies. Founded in 1914 as the Audit Bureau of Circulations, the AAM is the preeminent source of cross-media verification and information services, providing standards, audit services and data critical to the advertising industry. The organization independently verifies print and digital circulation, mobile apps, website analytics, social media, technology platforms and audience information for newspapers, magazines and digital media companies in the U.S. and Canada.

comScore, Inc. (comScore)

comScore is a leading cross-platform measurement and analytics company that precisely measures audiences, brands and consumer behavior everywhere, capturing 1.9 trillion global interactions monthly. comScore's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reached more effectively. comScore operates in more than 75 countries, serving over 3,200 clients worldwide.

GfK Mediamark Research & Intelligence, LLC (MRI)

MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,500 product and service brands across 600 categories, along with the readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI's *Survey of the American Consumer*™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

Telmar

Telmar is the world-leading supplier of computer based advertising media information services. Its software provides for survey analysis, data integration, media planning and optimization. With over 5,000 users in 85 countries, Telmar's clients include many of the world's leading advertising agencies, publishers, broadcasters and advertisers.

Program Overview

Objective

To design a notice program that will effectively reach Class members and capture their attention with notices communicated in clear, concise, plain language so that their rights and options may be fully understood. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers 70-95% reach among class members reasonable.

Class Definition

The Settlement Class (or Settlement Class members) consists of: All consumers who purchased Asahi Beer¹ in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

Case Analysis

The following known factors were considered when determining our recommendation:

1. Class members are located throughout the U.S., including large cities and rural areas.
2. Class members are unknown consumers who must be reached through a consumer media campaign.
3. Effective reach and notice content is vital to convey the importance of the information affecting Class members' rights, as well as to withstand challenge and collateral review.⁵

Target Audience

To verify the program's effectiveness, MRI data was studied among a target of adults who consume imported beer/ale in bottles or cans ("Imported Bottled/Canned Beer Consumers"), and therefore likely Class members.

Strategies

A schedule of paid notices in well-read consumer magazines and on a variety of websites will provide the necessary reach among the Class.

Plan Delivery

The media effort is expected to reach approximately 70% of likely Class members nationwide, as well as approximately 70% of likely California Class members.

¹ "Asahi Beer" means all bottles and/or cans of Asahi brand Beer brewed outside of Japan and sold in the United States. Asahi Beer includes: "Big Bottle" – all 21.4-ounce bottles of Asahi Beer; "6-pack" – all 6-packs of 12 ounce bottles or 12 ounce cans of Asahi Beer; "12-pack" – all 12-packs of 12 ounce cans of Asahi Beer; and "24-pack of cans" – all 24-packs of 12 ounce cans of Asahi Beer.

Notice Design

The Notices have been designed to provide a clear, concise, plain language statement of Class members' legal rights and options. To ease response, the toll-free number and website address will be provided in all printed notice documents.

Notice Schedule

The notice schedule contemplates notice commencing approximately 30 days from preliminary approval. The days of appearance are approximate and subject to change pending the actual date of preliminary approval.

Day	Event
Day 1	Preliminary Approval Granted
Days 28-30	Settlement Website and Toll-Free Number Activated
Days 31-91	147 Million Internet Banner Impressions Targeted to U.S., PR, and CA A18-64 are Distributed Over Google Display Network, Facebook, and YouTube (60 day duration)
Day 45	<i>Time</i> On Sale
Day 52	<i>ESPN The Magazine</i> On Sale
Day 70	<i>Car and Driver</i> On Sale
Day 121 (or later)	Exclusion & Objection Deadline
Day 121 (or later)	Claims Deadline
Day 121 (or later)	Final Approval Hearing

Target Analysis

Knowing the characteristics, demographics, interests, and media habits of a target group aids in the media planning and selection process.

Below is a summary of information *relevant* to this matter.

Demographic Highlights

Demographic highlights of likely Class members include the following:

- 95.8% speak English most often;
- 93.6% live in a metropolitan area;
- 90.2% are 18-64 years of age and 67.8% are 18-49 years of age;
- 86.1% have a household income of \$30,000 or more, 79.7% have a household income of \$40,000 or more, and 72.3% have a household income of \$50,000 or more;
- 73.4% are white; and
- 6.19% are men.

On average, likely Class members:²

- are 43 years of age;
- have a household income of \$97,600; and
- own a home valued at \$326,181.

Compared to the general adult population, likely Class members are:

- 41.5% more likely to have a household income of \$150,000 or more and 27.3% more likely to have a household income between \$100,000-\$149,999;
- 35.1% more likely to be 25-34 years of age and 28.3% more likely to be 35-44 years of age;
- 28.2% more likely to be men;
- 24.9% more likely to be Asian; and
- 22.4% more likely to live in the West Census Region.

Media Usage Highlights

Highlights of media usage among likely Class members include the following:

- 63.6% are considered to be moderate to heavy consumers of magazine media; and
- 69.3% are considered to be moderate to heavy consumers of internet media.

Of likely Class members:

- 93.0% have access to the internet at home using a computer;
- 92.0% have looked at or used the internet in the last 30 days;
- 87.7% have used Google in the last 30 days;

² The average age for U.S. adults is 47, the average household income is \$81,761, and the average home value is \$268,528.

- 84.1% have used their cellphone or smartphone to look at or use the internet in the last 30 days;
- 68.8% have visited Facebook in the last 30 days; and
- 60.8% have visited YouTube in the last 30 days.

Source: 2017 MRI Doublebase Study

Media Selection

To create the optimal notice program, we evaluated the strengths and weaknesses of the various media, as well as their reach and frequency potential, composition, format/content and efficiencies. Our recommended media mix provides

- broad national coverage into the largest cities as well as the smallest towns throughout the nation, coverage in U.S. territories and possessions, and extended coverage in California;
- repeat notice exposures as a result of the overlapping media audiences;
- a written summary of key information that may be easily referred to or passed on to others as a result of placements in some of the largest and most well-read publications in the country;
- a direct link to the case website through the internet banner notices and social media advertising;
- opportunities for potential Class members to see and share information via various social media platforms; and
- easy access to the notice documents through an established case website.

Consumer Magazines

Notice placements will appear in the following consumer magazines:

Consumer Magazine	Issuance	Notice Size	# of Insertions
<i>Car & Driver</i>	Monthly	Third Page	1
<i>ESPN The Magazine</i>	Bi-Weekly	Third Page	1
<i>Time</i>	Weekly	Third Page	1
TOTAL			3

The following provides details for each of the recommended consumer magazines:

CAR AND DRIVER

- Circulation: 1,210,123³
- Adult Audience: 8,934,000
- Monthly magazine focusing on automobile road tests and features on performance, sports, classic and custom cars and coverage of road race, championship car events, technical reports, personalities and products
- Reaches 4.8% of likely Class members
- Likely Class members are 32.3% more likely to be readers of *Car and Driver*, as compared to the general adult population
- Extends reach among automobile enthusiasts

ESPN

- Circulation: 2,131,108⁴
- Adult Audience: 18,272,000
- Bi-weekly sports magazine providing feature access to athletes and sports
- Reaches 10.2% of likely Class members
- Likely Class members are 36.0% more likely to be readers of *ESPN The Magazine*, as compared to the general adult population
- Extends reach among sports enthusiasts

³ December 2017 AAM Publisher Statement

⁴ December 2017 AAM Publisher Statement

TIME

- Circulation: 3,021,628⁵
- Adult Audience: 18,019,000
- Weekly news magazine covering politics, current events and global issues
- Reaches 8.6% of likely Class members
- Likely Class members are 16.4% more likely to be readers of *Time*, as compared to the general adult population
- Extends reach among affluent, educated adults
- Provides appropriate news-oriented editorial

⁵ December 2017 AAM Publisher Statement

Internet Banners

Using comScore data, we have determined the number of impressions necessary to effectively extend reach among likely Class members. Based on our analysis, we recommend purchasing 147 million internet impressions to be distributed over the Google Display Network (GDN), and the social media sites Facebook and YouTube. The impressions will appear on both mobile and desktop devices. The online ads will target adults 18-64 years of age in the U.S. and Puerto Rico and in California and will include an embedded link to the case website.



- The Google Display Network is a vast ad network that reaches over 90% of Internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.



- Facebook is the largest social media platform in terms of both audience size and engagement, with the capability of reaching millions of users daily.



- YouTube is the most popular video website on the internet. It is a video sharing website that allows users to watch videos, as well as upload their own videos and share them with friends, family and the world. YouTube visitors watch approximately 6 billion hours of videos each month.

Response Mechanisms

Case Website

- Allows Class members the ability to file a claim online, as well as obtain additional information and documents including the Detailed Notice, Summary Notice, Settlement Agreement, Complaint, and any other information that the parties may agree to provide or that the Court may require
- Displayed in all printed notice materials and accessible through a hyperlink embedded in the internet banner and social media ads

Toll-Free Telephone Support

- Provides a simple way for Class members to obtain additional information about the settlement
- Allows Class members the opportunity to learn more about the case in the form of frequently asked questions and answers
- Allows Class members to request to have more information mailed directly to them
- Displayed in all printed notice materials

Conclusion

Our recommended Notice Plan:

- Is consistent with other effective settlement notice programs
- Is consistent with the “desire to actually inform” due process communications standard of *Mullane*
- Provides the best notice practicable
- Meets due process requirements
- Provides the same reach and frequency evidence that Courts have approved, is recommended by the FJC, and that has withstood appellate scrutiny, other expert critiques, as well as collateral review
- Leaves no holes or vulnerabilities that would leave the parties open to challenge

EXHIBIT D

LEGAL NOTICE

If you purchased Asahi-brand beer between April 5, 2013 and [Month] 2019, you could be eligible for a payment from a class action settlement.

A class action settlement has been reached with Asahi Beer U.S.A., Inc. (“Asahi”) about whether it advertises that certain Asahi brand beer are brewed in Japan when they are actually brewed in Canada. Asahi denies all of the claims made in the lawsuit. The Court has not decided which side is right. Instead, the parties agreed to a settlement.

Who is included? You’re a “Class Member” and included in the settlement if you purchased Asahi Beer in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale between April 5, 2013 and December __, 2018.

“Asahi Beer” means all bottles and/or cans of Asahi brand Beer brewed outside Japan and sold in the United States, including Asahi Super Dry (any variety) and Asahi Select beers.

What does the settlement provide? Class Members who submit a valid Claim Form will receive up to \$10 per household. Actual payment amounts will be based on the type and quantity of the Asahi Beer purchased (\$0.10 per Big Bottle, \$0.50 per 6-pack, \$1.00 per 12-pack of cans, and \$2.00 per 24-pack of cans) between April 5, 2013 and [Month 2018]. In addition, Asahi will bold the term “Product of Canada” on the neck label of newly-produced Asahi Super Dry Beer brewed and bottled in Canada.

How do I get a payment? You must submit a valid Claim Form by [Month __, 2019]. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com), or printed from the website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms are also available by sending an email to [info@\[website\].com](mailto:info@[website].com), calling 1-866-653-4873, or by writing to the Settlement Administrator at P.O. Box ____, [City], [ST] ____-____. Completed Claim Forms must be postmarked or submitted to the Settlement Administrator no later than [Month __, 2019].

Your other options. If you do nothing, your rights will be affected and you will not be able to receive a settlement payment. If you don’t want a payment and do not want to be legally bound by the settlement, you must exclude yourself by [Month __, 2019]. Any judgment, whether favorable or not, will bind all Class Members who do not request exclusion. If you stay in the settlement (i.e., do not exclude yourself), you may object to it in writing prior to the Final Approval Hearing or in person at the Final Approval Hearing.

How Will Class Representatives and their Lawyers get paid? Class Counsel will ask the Court for a service awards not to exceed \$2,750 for each Class Representative and an award of attorneys’ fees and expenses not to exceed \$765,000. Asahi may oppose the request for attorney’s fees and expenses. The Court will determine the appropriate amount of the attorneys’ fees and reimbursement. Any amounts awarded by the Court will be paid separately by Asahi and will not reduce the amount of payments available to you.

How much will the Settlement Administrator get paid? Settlement Administrator fees and costs will not exceed \$300,000 and will not reduce the amount of payments available to you.

The Court’s hearing. The Court will hold a Final Approval Hearing in this case (*Shalikaar v. Asahi Beer U.S.A., Inc.*, No. BC702360 at __:__ .m. on [Month __, 2019] at the Spring Street Courthouse, 312 N. Spring St., Los Angeles, 90012. At the hearing, the Court will decide whether to approve the settlement, Class Counsel’s request for attorneys’ fees and expenses, and service awards to each of the two Class Representatives. You may appear at the hearing, but don’t have to.

For more information, including the detailed notice, Claim Form, and the Settlement Agreement and Release call or go to the website below.

EXHIBIT E

If you purchased Asahi brand beer between April 5, 2013 and [Month __] 2018, you could be eligible for a payment from a class action settlement.

A state court authorized this Notice. It is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Asahi Beer U.S.A., Inc. (“Asahi” or “Defendant”) about the advertising of Asahi Beer and where it is brewed. Asahi denies all of the claims in the lawsuit and any wrongdoing.
- Asahi has agreed to settle the lawsuit and provide cash payments to qualifying customers who purchased certain Asahi Beer products.
- You are included in this settlement as a Class Member if you purchased Asahi Beer brewed outside Japan in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale, between April 5, 2013 and [Month] 2018 OR you purchased Asahi Beer brewed outside Japan in California, for personal, family, or household purposes and not for re-sale, between April 5, 2013 and [Month] 2018.
- Your rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: [MONTH __, 2019]	This is the only way you can receive a cash payment from this settlement. If you submit a Claim Form, you will give up the right to sue Asahi in a separate lawsuit about the legal claims this settlement resolves.
ASK TO BE EXCLUDED DEADLINE: [MONTH __, 2019]	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Asahi related to the legal claims this settlement resolves. However, you will give up the right to receive a cash payment from this settlement.
OBJECT TO THE SETTLEMENT DEADLINE: [MONTH __, 2019]	If you do not exclude yourself from the settlement, you may object to it in writing prior to the Final Approval Hearing or in person at the Final Approval Hearing.
GO TO A HEARING ON [MONTH __, 2019]	If you object to the settlement, you may appear at the Final Approval Hearing.
DO NOTHING	You will not receive a cash payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Asahi about the legal claims resolved by this settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE #
1. Why was this Notice issued?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a settlement?	
WHO IS INCLUDED IN THE SETTLEMENT	PAGE #
5. How do I know whether I am part of the settlement?	
6. Are there exceptions to being included?	
7. What if I am still not sure whether I am part of the settlement?	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE #
8. What does the settlement provide?	
9. How much will my payment be?	
HOW TO GET A CASH PAYMENT—SUBMITTING A CLAIM FORM	PAGE #
10. How do I get a cash payment from the settlement?	
11. When would I get my settlement payment?	
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BASIC INFORMATION

1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge _____ of the Superior Court of the State of California, County of Los Angeles is overseeing this class action. The case is known as *Shalikar v. Asahi Beer U.S.A., Inc.*, Case No. BC702360. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Asahi Beer U.S.A., Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit claims that Defendant falsely and deceptively advertised certain Asahi Beer as Japanese brewed beer, and consequently charged more for the beer, when the beer is actually brewed in Canada. Asahi denies all of the allegations made in the lawsuit, and denies any wrongdoing.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Matin Shalikar and Alexander Panvini) sue on behalf of all other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, all parties agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the settlement?

The settlement includes: (1) all consumers who purchased Asahi Beer brewed outside of Japan in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale, during the Class Period (April 5, 2013 and [Month] 2018) (the “Settlement Class”); and (2) all consumers who purchased Asahi Beer brewed outside of Japan in California, for personal, family, or household purposes and not for re-sale, during the Class Period (the “California Settlement Class”) (collectively, “Class Members”).

Asahi Beer means all bottles and/or cans of Asahi brand Beer brewed outside Japan and sold in the United States, including Asahi Super Dry and Asahi Select beers.

6. Are there exceptions to being included?

Yes. The settlement does not include: (1) Defendant and its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; (2) any person who files a valid and timely Request for Exclusion (for purposes of damages claims only); (3) counsel of record (and their respective law firms) for the Parties; and (4) the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

7. What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call 1-XXX-XXX-XXXX, go to [www.\[website\].com](http://www.[website].com) or write to one of the lawyers listed in Question _ below.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the settlement provide?

Asahi has agreed to provide cash payments to eligible Class Members that submit valid Claim Forms. Payment amounts will be based on the type and quantity of the Asahi Beer purchased. The maximum amount each household can receive is \$10. In addition, Asahi will bold the term “Product of Canada” on the neck label of newly-produced Asahi Super Dry Beer brewed in Canada and sold in the United States. Asahi will maintain production of the bolded “Product of Canada” phrase on all Asahi Super Dry Beer brewed in Canada and sold in the United States for no less than three years.

9. How much will my payment be?

Cash payments will vary based on the type and quantity of the Asahi Beer purchased during the Class Period. The maximum payment amount is limited to \$10 per household. All Claim Forms must be verified under penalty of perjury.

Class Members will receive the following amounts for each product purchased:

- \$0.50 per 6-pack of 12 ounce bottles or cans
- \$0.10 per 21.4 ounce bottle (“Big Bottle”)
- \$1.00 per 12-pack of 12 ounce cans
- \$2.00 per 24-pack of 12 ounce cans

HOW TO GET A CASH PAYMENT—SUBMITTING A CLAIM FORM

10. How do I get a cash payment from the settlement?

You must complete and submit a Claim Form by [Month __, 2019]. Completed Claim Forms may be submitted online at (www.[website].com) or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms are also available by sending an email to info@[website].com, calling 1-XXX-XXX-XXXX or by writing to the *Shalikaar v. Asahi Beer* Settlement Administrator at [address].

To be eligible for a cash refund, Claim Forms must be completed, signed, and postmarked or submitted to the Settlement Administrator by [Month __, 2019].

11. When would I get my settlement payment?

The Court will hold a hearing on [Final Approval Hearing date] to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Payments will be distributed as soon as possible, only if and when the Court grants final approval to the settlement and after any appeals are resolved. Please be patient.

12. What rights am I giving up to get a payment and stay in the Settlement Class?

Unless you exclude yourself, you are a part of the Settlement Class and/or California Settlement Class. If the settlement is approved and becomes final, all of the Courts orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Asahi and the Discharged Parties (see next question) about the legal issues resolved by this settlement. The rights you are giving up are called Released Claims.

13. Who and What are the Discharged Parties and the Released Claims?

If and when the settlement becomes final, Class Members fully release and discharge

Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law,^{- 4 -} regulatory law, statutory law, or otherwise, whether

based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members or California Settlement Class Members ever had or now have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental or administrative body, or any other adjudicatory body, on the basis of, arising from, or relating to the claims alleged or that could have been alleged based on the facts asserted in the operative complaint, including all claims related to the labeling / packaging / marketing regarding the place of origin / brewing, identity of brewer, and source of ingredients for Asahi-branded beer during the Class Period (the “Released Claims”). **The Released Claims expressly exclude claims for personal injury against the Discharged Parties.**

More details about the claims you will be releasing are described in Section VIII of the Settlement Agreement and Release, which is available at [www.\[website\].com](http://www.[website].com), or in the public court records on file in this lawsuit. You can also talk to the lawyers listed in Question 14 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Clayton D. Halunen and Amy E. Boyle of Halunen Law, Michael R. Reese of Reese LLP, and Benjamin Heikali and Timothy J. Peter of Faruqi & Faruqi, LLP to represent you and other Settlement Class Members as “Class Counsel.” These lawyers and their law firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the class representatives, their lawyers and the settlement administrator be paid?

Class Counsel will ask the Court for an award of attorneys’ fees and reimbursement of out-of-pocket expenses/and or costs in an amount not to exceed \$765,000. Asahi may oppose Class Counsel’s petition. Class Counsel will also ask the Court to approve service awards to each of the Class Representatives in an amount not to exceed \$2,750. The Court will determine the appropriate amount of the attorneys’ fees, reimbursement, and service awards. Settlement Administrator fees and costs will not exceed \$300,000. Any amounts awarded by the Court, as well as the costs associated with administering the Settlement, will be paid separately by Asahi and will not reduce the amount of payments available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Asahi or the Discharged Parties about the legal claims in this lawsuit, and you do not want to receive a cash payment from this settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the settlement.

16. How do I opt out of the settlement?

To exclude yourself from the Settlement Class and/or California Settlement Class, you must submit a written request for exclusion. Your request for exclusion must include: (1) your name; (2) your address; (3) a statement that you are a Settlement Class Member and wish to be excluded from *Shalikar v. Asahi Beer U.S.A., Inc.*, Case No. BC702360; and (4) your signature. Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **[Month __, 2019]**:

Shalikar, et al. v. Asahi Beer Settlement Administrator
[address]
[City], [ST] [ZIP]

17. If I exclude myself, can I still get a payment from this settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class or California Settlement Class in this settlement. You can only get a payment if you stay in the Settlement Class and submit a completed Claim Form, as described above.

18. If I do not exclude myself, can I sue Asahi or the Discharged Parties for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue Asahi and the Discharged Parties for the claims that this settlement resolves. You must exclude yourself from *this* Settlement to start or continue with your own lawsuit or be part of any other lawsuit against Asahi or any of the Discharged Parties.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or any part of it.

19. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member and/or California Settlement Class Member and do not request exclusion, you have the right to object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. You may object in person at the Final Approval Hearing or in writing before the final approval hearing. To object in writing, you must prepare and sign a written objection stating that you object to the settlement in *Shalikaar v. Asahi Beer U.S.A., Inc.* Your written objection must include: (1) a header identifying the case as *Shalikaar v.*

Asahi Beer U.S.A., Inc., Case No. _____; (2) your name, address, telephone number and, if you are represented by counsel, the name of your counsel; (3) a declaration submitted under penalty of perjury that you purchased Products during the Class Period; (4) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (5) a statement of the objection and the grounds supporting the objection; (6) copies of any papers, briefs, or other documents upon which the objection is based; (7) the name and case number of all objections to class action settlements made by you in the past five (5) years; and (8) your signature.

The Court	Class Counsel	Asahi's Counsel
Superior Court of the State of California, County of Los Angeles Central Civil West Courthouse 600 South Commonwealth Ave. Los Angeles, CA 90005	Amy E. Boyle Halunen Law 1650 IDS Center 80 South 8th Street Minneapolis, MN 55402	Andrew E. Paris Alexander Akerman Coral Del Mar Lopez Alston & Bird LLP 333 South Hope Street, 16th Floor Los Angeles, CA 90071

If your written objection is: (1) not signed; (2) missing the required information described above; or (3) not mailed to the Court, Class Counsel, and Asahi's Counsel, postmarked on or before [Month __, 2019], it will not be considered and you will give up your right to object to the settlement.

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Final Approval Hearing about your objection.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain a Class Member (that is, do not exclude yourself). Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT WWW.[WEBSITE].COM

Speak, but you are not required to do so.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at __: __ .m. on [date] at the Spring Street Courthouse, 312 N. Spring St., Los Angeles, 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representative's service awards. If there are objections, the Court will consider them. Judge _____ will listen to people who have asked to speak at the hearing (*see* Questions 20 and 24). After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have about the settlement. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to appear in court to talk about it. As long as you mailed your written objection on time, signed it and provided all of the required information (*see* Question 19), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are Class Member and you do nothing, you will give up the rights explained in Question 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Asahi and the Discharged Parties about the legal issues resolved by this settlement. In addition, you will not be eligible to receive a cash payment.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement and Release. The Settlement Agreement and Release, Claim Form and other related documents are available at [www.\[website\].com](http://www.[website].com). Additional information is also available by calling 1-XXX-XXX-XXXX or by writing to *Shalikaar v. Asahi Beer* Settlement Administrator, [address], [city], [ST] ____-____. Publicly-filed documents can also be obtained by visiting the Central Civil West Courthouse during business hours.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE,
OR THE CLERK OF COURT'S OFFICE REGARDING THIS NOTICE**

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)

EXHIBIT F

ASAHI SUPER DRY for USA
by MOLSON CANADA
12 oz Label
2017.11.28

C

Transparent Gray

BK

SD Red

White

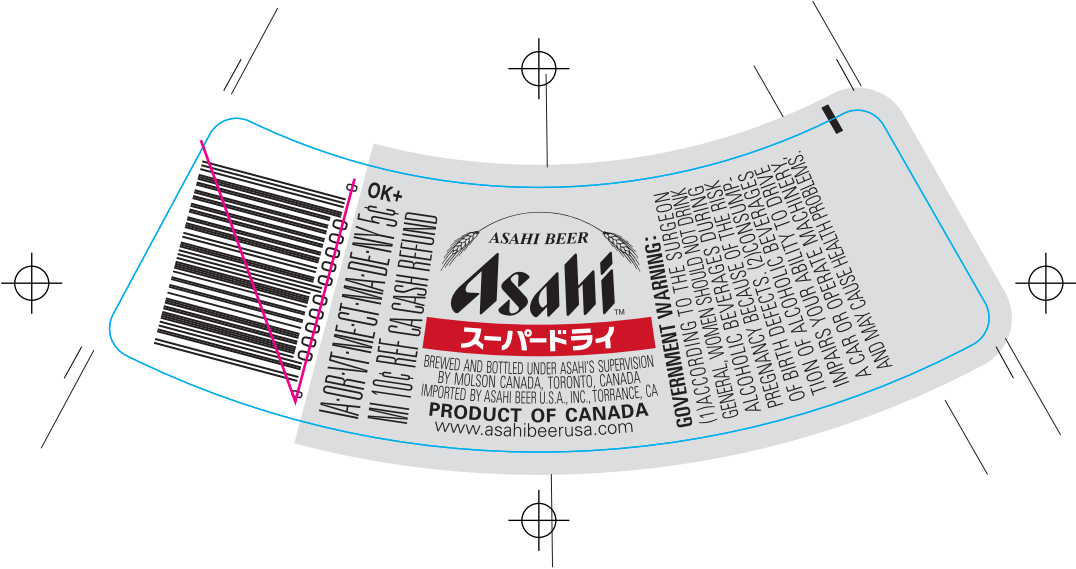


EXHIBIT G

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

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

Defendant.

Case No.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT,
PROVISIONALLY CERTIFYING THE
SETTLEMENT CLASSES, AND
DIRECTING DISSEMINATION OF
CLASS NOTICE**

Judge:

1 WHEREAS, Plaintiffs Matin Shalikar and Alexander Panvini, individually and on behalf
2 of all members of the Settlement Classes, by and through Class Counsel, and Defendant Asahi
3 Beer U.S.A., Inc., by and through its counsel of record in this Litigation, jointly entered into a
4 settlement of the claims asserted in the Litigation, the terms of which are set forth in a Settlement
5 Agreement and Release, dated [DATE], 2018, after arm's-length settlement discussions;

6 WHEREAS, the Settlement Agreement is subject to review under Cal. Code Civ. Pro. §
7 382 and C.R.C. 3.769;

8 WHEREAS, on [DATE], 2018, Plaintiffs filed a Motion for entry of an Order Granting
9 Preliminary Approval of the Class Action Settlement, Provisionally Certifying the Settlement
10 Classes, and Directing Dissemination of Class Notice (the "Motion for Preliminary Approval"),
11 which Defendant did not oppose;

12 WHEREAS, the Court has read and considered the Settlement Agreement and the exhibits
13 annexed thereto; the Motion for Preliminary Approval; the proposed Notice Plan; the proposed
14 form of the Class Notice and the Publication Notice; the proposed Claims Process; the proposed
15 form of the Claim Form; the proposed form of the Final Judgment and Order Approving
16 Settlement; and submissions relating to the foregoing; and

17 WHEREAS, the Court, being fully advised of the premises and good cause appearing
18 therefore, the Court enters its order and, subject to final determination by the Court as to the
19 fairness, adequacy and reasonableness of the Settlement Agreement, finds and orders as follows;;

20 IT IS HEREBY ORDERED THAT:

21 1. The Motion for Preliminary Approval of Class Action Settlement, Provisionally
22 Certifying Settlement Classes, and Directing Dissemination of Class Notice is GRANTED,
23 pursuant to California Rule of Court Rule 3.769.

24 2. The Settlement Agreement, which the Court finds was negotiated at arms-length,
25 is preliminarily approved as fair, reasonable, and adequate for settlement purposes.

26 3. **Defined Terms:** This Court adopts all defined terms set forth in the Settlement
27 Agreement, including but not limited to all defined terms set out in Section II of the Settlement
28 Agreement, for purposes of this Preliminary Approval Order. Additionally, the Court supplements

the foregoing defined terms with all additional defined terms set forth herein.

4. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Litigation and over all settling Parties, including the Class Members.

5. **Preliminary Approval of Settlement:** The Court hereby preliminarily approves the terms of the Settlement Agreement, subject to further consideration at the Final Approval Hearing, as provided below. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement, and the Court hereby concludes that the proposed Settlement is sufficiently within the range of reasonableness to warrant conditional certification of both the Settlement Class and the California Settlement Class, the scheduling of the Final Approval Hearing, and the implementation of the Notice Plan, each as provided for in this Preliminary Approval Order.

6. **Conditional Certification for Settlement Purposes and Appointment of Class Representatives and Class Counsel:** The Court conditionally certifies, for settlement purposes only the following Settlement Classes:

☐ **The Settlement Class.** All consumers who purchased Asahi Beer in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

☐ **The California Settlement Class.** All consumers who purchased Asahi Beer in California, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the California Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant

1 and any of its parents, affiliates, subsidiaries, and all of its respective employees,
2 officers, and directors; and the presiding judge in the Action or judicial officer
3 presiding over the matter, and all of their immediate families and judicial staff.

4 The Court hereby conditionally certifies Matin Shalika and Alexander Panvini as
5 representatives of the Settlement Class(es) as defined above (together, Shalika and Panvini are
6 the “Class Representatives”).

7 The Court hereby appoints Melissa S. Weiner of Halunen Law, Michael R. Reese of Reese
8 LLP, and Benjamin Heikali and Timothy J. Peter of Faruqi & Faruqi, LLP, as Class Counsel for
9 the Settlement Class(es).

10 This conditional certification of the Settlement Class, the California Settlement Class, and
11 the Class Representatives, and this appointment of Class Counsel, are solely for purposes of
12 effectuating the proposed Settlement (and for no other purpose and with no other effect upon this
13 or any other action, including no effect upon this action should the settlement not ultimately be
14 approved),.

15 The Settlement Class and the California Settlement Class are conditionally certified as to
16 the claim(s) pled on each Class’s behalf in the Complaint. Based on the Court’s review of the
17 unopposed Motion for Preliminary Approval and its supporting materials, the Court conditionally
18 finds that the proposed Settlement Class and the proposed California Settlement Class each satisfy
19 Cal. Code Civ. Pro. § 382, in that:

20 a. The Settlement Classes are readily defined by objective and precise
21 characteristics in such a way that self-identification by Class Members is possible. The Settlement
22 Class and the California Settlement Class each consist of thousands of individuals. The Settlement
23 Class and the California Settlement Class are each so numerous that joinder of all persons who fall
24 within their respective class definitions is impracticable. Accordingly, the Settlement Classes are
25 ascertainable.

26 b. Common legal and factual questions predominate over individual ones.
27 Members of the Settlement Classes share common legal and factual issues related to i) whether
28 Asahi Beer’s labeling, packaging, and marketing is misleading to the reasonable consumer and ii)

whether Defendant was unjustly enriched by the sale of Asahi Beer.

c. The claims of the Class Representatives are typical of the claims of both the Settlement Class and the California Settlement Class.

d. Certification of a Settlement Class(es) by the Court is superior to any other available method for the fair and efficient adjudication of the controversy herein on an individual basis.

e. The Class Representatives will fairly and adequately protect the interests of both the Settlement Class and the California Settlement Class, and Class Counsel are both qualified and competent to represent both the Settlement Class and the California Settlement Class.

f. Accordingly, a well-defined community of interests exist in this Litigation.

7. **Final Approval Hearing:** Pursuant to C.R.C. 3.769(e), a Final Approval Hearing shall take place before the undersigned, the Honorable _____, at _____ .m. on _____, 2018, to determine:

a. whether the Court should finally certify the Settlement Classes and whether the Class Representatives and Class Counsel have adequately represented the Settlement Classes;

b. whether the Court should finally approve the proposed Settlement, on the terms and conditions for which the Settlement Agreement provides, as fair, reasonable, and adequate;

c. whether the Court should dismiss with prejudice the Released Claims of all members of both the Settlement Class and the California Settlement Class in this Action against the Discharged Parties;

d. whether the Court should approve the application that Class Counsel will submit for attorneys' fees, costs, expenses, and incentive awards for the Class Representatives, as provided for in the Settlement Agreement; and

e. such other matters as the Court may deem necessary or appropriate.

The Court may adjourn the Final Approval Hearing and later reconvene such hearing without further notice to the Class Members.

If the Settlement Agreement is approved at the Final Approval Hearing, the Court shall

1 enter a Final Order Approving the Settlement Agreement and Judgment (“Final Order”). The Final
2 Order shall be fully binding with respect to all Class Members who did not request exclusion in
3 accordance with the terms of the Settlement Agreement

4 8. **Nonmaterial Modifications to Settlement Agreement Allowed:** The Parties may
5 further modify the Settlement Agreement before the Final Approval Hearing so long as such
6 modifications do not materially change the terms of the Settlement. The Court may approve the
7 Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate,
8 without further notice to the Class Members.

9 a. **Class Notice:** The proposed Class Notice and Publication Notice, and the
10 notice methodology described in the Settlement Agreement and in the Notice Plan are hereby
11 approved. The Court finds that the manner and content of the Class Notice specified in Paragraphs
12 X and XI of the Settlement Agreement : (a) will constitute the best practicable notice; (b) are
13 reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of
14 the Action, the terms of the Settlement, and their rights under the Settlement, including but not
15 limited to their rights to object to or exclude themselves from the Settlement and other rights under
16 the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and
17 sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all
18 applicable requirements of law, including but not limited to C.R.C. 3.766, 28 U.S.C. § 1715, and
19 the Due Process Clause of the United States Constitution. The Court further finds that all of the
20 notices are written in simple terminology, are readily understandable by the Class Members, and
21 are materially consistent with the Federal Judicial Center’s illustrative class action notices.

22 The Court approves the Parties’ joint selection of KCC Class Action Services, LLC, to
23 administer the Notice Plan pursuant to the terms of the Settlement Agreement. Class Notice shall
24 begin to be disseminated within 45 days of entry of this Order. As set forth in the Settlement
25 Agreement, Defendant shall pay the cost of the Notice Plan.

26 9. **Participation in Settlement:** The Court approves the Parties’ proposed Claim
27 Form. Any Class Member who wishes to participate in the Settlement shall complete a Claim Form
28 in accordance with the instructions contained therein and submit it to the Class Action Settlement

1 Administrator no later than _____, 2018, which will be specifically identified in the
2 Claim Form. Such deadline may be further extended without notice to the Class Members by
3 written agreement of the Parties.

4 The Class Action Settlement Administrator shall have the authority to accept or reject
5 claims in accordance with the Settlement. Any Class Member whose claim is rejected by the Class
6 Action Settlement Administrator shall have the right to petition for review of the rejection.

7 Any Class Member may enter an appearance in the Action, at his or her own expense,
8 individually or through counsel who is qualified to appear in the jurisdiction. All Class Members
9 who do not enter an appearance will be represented by Class Counsel.

10 **10. Ability of Settlement Class Members to Opt Out:** Any member of the Settlement
11 Class and/or California Settlement Class may request to be excluded from the Class. A Settlement
12 Class Member and/or California Class Member who wishes to opt out of the Class must do so in
13 accordance with Paragraph XII.B of the Settlement Agreement.

14 **11. Right to Appear and Object:** Any Class Member who wishes to object to the
15 Proposed Settlement must do so in accordance with Paragraph XII.A of the Settlement Agreement.
16 Class Counsel and Defendant shall each have the right to respond to any objection no later than
17 seven days before the Final Approval Hearing, i.e., _____, 2018. The Party so
18 responding shall file a copy of the response with the Court and shall serve a copy, by regular mail,
19 hand, or overnight delivery, to the objecting Class Member or to the individually-hired attorney
20 for the objecting Class Member; to all Class Counsel; and to Defendant's Counsel.

21 **12. Termination of Settlement:** If only one of the California Settlement Class or
22 Settlement Class is given final certification and such ruling is not disturbed on appeal, this order
23 shall be binding to the class certified, and the Parties' and Class Administrator's obligations shall
24 be limited to the scope of the certified class. If neither the California Settlement Class or the
25 Settlement Classes are given final certification or such final certification is reversed on appeal, the
26 Settlement Agreement shall be null and void, and the Parties shall revert to the position they were
27 in prior to seeking approval for the Agreement, without prejudice to any legal argument that any
28 of the Parties to the Settlement Agreement might have asserted but for the Settlement Agreement.

1 13. **Stay of Discovery and Other Litigation Activity:** All discovery and other
2 litigation activity in this Action is hereby stayed pending a decision on Final Approval of the
3 Settlement Agreement.

4 14. **Other Proceedings and Class Actions Enjoined:** Pending the Final Approval
5 Hearing and the issuance of the Final Judgment and Order in this Action, all members of the
6 Settlement Classes and their legally authorized representatives are hereby preliminarily enjoined
7 from filing, commencing, prosecuting, maintaining, intervening in, participating in (as class
8 members or otherwise), or receiving any benefits from any other lawsuit, arbitration, or
9 administrative, regulatory, or other proceeding or order in any jurisdiction arising out of or relating
10 to the Asahi Beer Products or the facts and circumstances at issue in the Action.

11 Additionally, pending the Final Approval Hearing and issuance of the Final Judgment and
12 Order in this Action, all members of the Settlement Classes and their legally authorized
13 representatives are hereby preliminary enjoined from filing, commencing, prosecuting, or
14 maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint
15 to include class allegations, or by seeking class certification in a pending action in any jurisdiction),
16 on behalf of members of the Settlement Classes, if such other class action is based on or relates to
17 the Asahi Beer Products or the facts and circumstances at issue in the Action.

18 15. **Schedule:** The Court sets the following schedule for the Final Approval Hearing
19 and the actions that must precede it:

20 a. Plaintiffs shall file their Motion for Final Approval of the Settlement by no
21 later than _____, 2018.

22 b. Plaintiffs shall file their Petition for Attorneys' Fees, Costs, and Expenses,
23 and for Class Representative Incentive Awards 5 days after the close of the Claim Period,
24 _____, 2018.

25 c. If the Defendant elects to oppose Plaintiffs' Petition Attorneys' Fees, Costs,
26 and Expenses, and for Class Representative Incentive Awards, Defendant will file its Opposition
27 no later than 30 days after Plaintiffs file their Petition.

28 d. If Defendant opposes Plaintiffs' Petition, Plaintiffs may file a Reply in

support of their Attorneys' Fees, Costs, and Expenses, and for Class Representative Incentive Awards no later than 14 days after Defendant file its Opposition.

e. Class Members must exclude themselves, or opt out, from the Settlement by no later than 21 days prior to the Final Approval Hearing, i.e., _____, 2018.

f. Class Members must file any objections to the Settlement and the Petition for Attorneys' Fees, Costs, and Expenses, for Class Representative Incentive Awards by no later than 21 days prior to the Final Approval Hearing, i.e., _____, 2018.

g. Class Members who intend to appear at the Final Approval Hearing must file a Notice of Intention to Appear at the Final Approval Hearing by no later than 20 days before the Final Approval Hearing, i.e., _____, 2018, or as the Court may otherwise direct.

h. No later than 10 calendar days before the date of the Final Approval Hearing, i.e., _____, 2018, the Settlement Administrator shall file with the Court a declaration or affidavit that: (a) includes a list of those persons who have opted out or excluded themselves from the Settlement; (b) provides details outlining the scope, methods, and results of the notice program; and (c) sets forth the Parties' compliance with the obligation to give notice to each appropriate State and Federal official, as specified in 28 U.S.C. § 1715, and any other applicable statute, law, or rule, including, but not limited to, the Due Process Clause of the United States Constitution.

i. Class Counsel and Defendant shall have the right to respond to any objection no later than seven days before the Final Approval Hearing, i.e., _____, 2018.

j. The Final Approval Hearing will take place on _____, 2018, at _____ .m. in the courtroom of the Honorable _____.

IT IS SO ORDERED.

Date: _____

EXHIBIT H

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

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

Defendant.

Case No.

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; GRANTING AWARD OF
ATTORNEYS' FEES, COSTS, AND
EXPENSES; FINAL ORDER AND
JUDGMENT**

Judge:

On _____, 2018, this Court heard the motion for final approval of the class action settlement between Plaintiffs Matin Shalikar and Alexander Panvini and Defendant Asahi Beer U.S.A., Inc. (collectively, “the Parties”). The Court has (1) reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement; (2) reviewed and considered Class Counsel’s Motion for Final Approval of the Settlement, final certification of the Settlement Classes, and final appointment of the Class Representatives and Class Counsel; (3) reviewed and considered the petition of Class Counsel for an award of attorneys’ fees, costs, expenses, and class representative service awards; (4) taken into account the presentations and other proceedings at the Preliminary Approval hearing and the Final Approval Hearing; and (5) considered the Settlement in the context of all prior proceedings had in this Action.

The Court enters the following FINDINGS:

A. The Settlement is the product of good faith, arm’s-length negotiations between the Class Representatives and Class Counsel, on the one hand, and Defendant and Defendant’s Counsel, on the other hand, assisted by an experienced, professional impartial mediator, John B. Bates, Jr., Esq.

B. The Settlement Agreement is fair, reasonable, and adequate in all respects, and is hereby approved without modification;

C. This Court adopts all defined terms set forth in the Settlement Agreement, including but not limited to all defined terms set out in Section II of the Settlement Agreement, for purposes of this Preliminary Approval Order. Additionally, the Court supplements the foregoing defined terms with all additional defined terms set forth herein.

D. The Parties adequately performed all obligations under the Agreement due as of the date of this Order of Final Approval and Judgment;

E. The Court’s conditional certification for settlement purposes in the Preliminary Approval Order of both the Settlement Class and the California Settlement class was, and is, appropriate. Matin Shalikar and Alexander Panvini (together, the “Class Representatives”) and Class Counsel have fairly and adequately represented the Settlement Classes for purposes of

entering into and implementing the Settlement;

F. Defendant provided notice to class members in compliance with Paragraphs X and XI of the Settlement Agreement, due process, and California Rules of Court Rule 3.766 and 3.769. The notice: (i) constituted the best notice practicable under the circumstances, (ii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice; (iii) fully and accurately informed class members about the lawsuit and settlement; (iv) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed settlement; (v) provided procedures for class members to file written objections to or the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (vi) provided the time, date and place of the final fairness hearing;

G. The Court has subject matter jurisdiction over this Action and all acts within this Action, and over all Parties to this Action, including all members of the Settlement Classes;

H. In the Declaration of Patrick Ivie, which the Parties filed in advance of the Final Approval Hearing, the Parties submitted to the Court: (i) a list of the putative Class Members who have timely elected to opt out of the Settlement and the Settlement Class or the California Settlement Class, as appropriate, and whom, as a result, the Settlement does not bind (the “Exclusion List”), (ii) the provisions of the Settlement Agreement, and (iii) this Final Order and Judgment. All Class Members (in accordance with the Court’s permanent certification set forth below) shall permanently be subject to all provisions of the Settlement, the Settlement Agreement, and this Final Order and Judgment, which the Clerk of the Court shall enter;

I. Incentive awards to Matin Shalikar and Alexander Panvini in the amounts set forth below is fair and reasonable;

J. An award of attorneys’ fees and costs to Class Counsel in the amounts set forth below is fair and reasonable in light of the nature of this case, class counsel’s experience and efforts in prosecuting this action, and the benefits obtained for the class members;

On the basis of the foregoing findings and conclusions, as well as the submissions and

proceedings referred to above, NOW, THEREFORE, THE COURT ORDERS, ADJUDGES,
AND DECREES:

Certification of Class and Approval of Settlement

1. The Court approves the Settlement and the Settlement Agreement as fair, reasonable, adequate, and in the best interests of both the Settlement Classes, and the Court holds that the requirements of due process, the California Rules of Court, and California Code of Civil Procedure have been satisfied. The Court orders and directs the Parties to comply with the terms and provisions of the Settlement Agreement.

2. Having found that, for Settlement purposes only, the requirements of Cal. Code Civ. Pro. § 382 are satisfied, the Court permanently certifies the Settlement Class pursuant to Cal. Code Civ. Pro. § 382 on behalf of the following persons:

☐ **The Settlement Class.** All consumers who purchased Asahi Beer in the United States, its territories, or at any United States military facility or exchange, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff.

☐ **The California Settlement Class.** All consumers who purchased Asahi Beer in California, for personal, family, or household purposes and not for re-sale, during the Class Period. Excluded from the California Settlement Class are all persons who validly opt out of the settlement in a timely manner (for purposes of damages claims only); counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, and all of its respective employees, officers, and directors; and the presiding judge in the Action or judicial officer

presiding over the matter, and all of their immediate families and judicial staff.

In accordance with the foregoing class definition, the Court excludes from the Settlement Class Class, as appropriate, the putative Class Members that the Exclusion List identifies as having timely and properly elected to opt out from the Settlement and the Settlement Classes as appropriate. The Class Members that the Exclusion List identifies shall not be entitled to any of the benefits that the Settlement Agreement affords to the Class Members.

The Court readopts and incorporates herein by reference the preliminary conclusions that the Court set forth in the Preliminary Approval Order with respect to whether both the Settlement Class satisfy requirements of Cal. Code Civ. Pro. § 382

3. All terms of resolution as set forth in the Settlement Agreement are hereby adopted, and all executory terms thereof are hereby ordered performed by the Parties.

4. For purposes of Settlement only, the Court certifies the Class Representatives as representatives of the Settlement Class, and the Court appoints Class Counsel as counsel for the Settlement Class. The Court concludes that the Class Representatives and Class Counsel have fairly and adequately represented the Settlement Class with respect to the Settlement and the Settlement Agreement. If this Final Order and Judgment is reversed on appeal and as a result only one of the classes is certified or a non-material change is made, the Order shall be final and binding only as to the class certified, and the Parties' and Class Administrator's obligations shall be limited to the scope of the certified class. If the Final Order and Judgment is reversed and both the Settlement Class and California Settlement Class are decertified the foregoing certification of the Settlement Class(es) and the Settlement Agreement shall be null and void, and the Parties shall revert to the position they were in prior to seeking approval for the Agreement, without prejudice to any legal argument that any of the Parties to the Settlement Agreement might have asserted but for the Settlement Agreement.

Release and Injunctions against Released Claims

5. In accordance with the Settlement Agreement, upon the Effective Date, and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiffs and each

1 member of the Settlement Class who has not validly excluded himself or herself from the
2 Settlement shall be deemed to fully release, remise, and forever discharge the Defendant and the
3 Discharged Parties from any and all of the Released Claims. This Order of Final Approval and
4 Judgment applies to all claims or causes of action settled and released by the Settlement Agreement
5 and binds all Class Members.

6 6. The Court permanently enjoins, effective upon the Effective Date, the Class
7 Members from filing, commencing, prosecuting, intervening in, participating in as class members
8 or otherwise, or receiving any benefits or other relief from, any other litigation in any state,
9 territorial, or federal court, or any arbitration or administrative, regulatory, or other proceeding in
10 any jurisdiction, that asserts claims based on, or in any way related to, the Released Claims. In
11 addition, the Court permanently enjoins, effective upon the Effective Date, the Class Members
12 from asserting as a defense, including as a set-off or for any other purpose, any argument that if
13 raised as an independent claim would be a Released Claim.

14 7. With respect to the Released Claims, Plaintiffs and all Class Members agree that as
15 of the Effective Date they are expressly waiving and relinquishing to the fullest extent permitted
16 by law (a) the provisions, rights, and benefits that Section 1542 of the California Civil Code
17 confers, viz.:

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

21 and (b) the provisions, rights, and benefits of any law of any state of the United States, federal law,
22 or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the
23 California Civil Code.

24 **Attorneys' Fees and Expenses and Class Representative Service Awards**

25 8. The attorneys at Halunen Law, Reese LLP, and Faruqi & Faruqi, LLP, who
26 prosecuted this case, are skilled and experienced class action consumer protection lawyers. The
27 Court grants Plaintiffs' and Class Counsel's request for an award of attorneys' fees in the amount

1 of \$_____ and reimbursement of litigation expenses in the amount of \$_____ to the
2 Halunen firm, attorneys' fees in the amount of \$_____ and reimbursement of litigation
3 expenses in the amount of \$_____ to the Reese firm and attorneys' fees in the amount of
4 \$_____ and reimbursement of litigation expenses in the amount of \$_____ to the
5 Faruqi firm. The fee and expense awards are justified by Class Counsel's workconducting the
6 litigation, negotiating the Settlement, the ultimate recovery, and the risk that Class Counsel
7 undertook in bringing the claims.

8 9. The Court finds reasonable the Incentive Awards for the Class Representatives in
9 the amount of \$_____ each for named Plaintiffs Matin Shalikar and Alexander Panvini, in
10 recognition of the services they rendered on behalf of the Settlement Class, as well as the risks and
11 adverse consequences they potentially faced as a result. The Court awards the Service Awards to
12 the Class Representatives.

13 **Continuing Jurisdiction**

14 10. This action is hereby concluded and judgment is entered, provided however, and
15 without affecting the finality of this Order of Final Approval and Judgment in any way, that
16 pursuant to Code of Civil Procedure Section 664.6, and California Rules of Court Rule 3.769(h),
17 the Court will retain jurisdiction over this action and the parties until final performance of the
18 Agreement.

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21 **IT IS SO ORDERED.**

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24 Date: _____