

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

TRANISE WEST, individually and on
behalf of all others similarly situated,

Plaintiff,

- against -

MOLSON COORS BEVERAGE
COMPANY USA, LLC,

Defendant

1:23-cv-07547

Class Action Complaint

Jury Trial Demanded

Plaintiff Tranise West (“Plaintiff”) alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. Molson Coors Beverage Company USA, LLC (“Defendant”) sells “Mimosa Hard Seltzer” under its Vizzy brand (“Product”).



2. A mimosa is defined as a combination of champagne and orange juice.



3. Based on champagne, it is not surprising mimosas originated in France.
4. According to one story, the mimosa may have been first made for Napoleon during a victory celebration amidst a champagne shortage.

Napoleon Before Mimosa



5. A quick-thinking attendant added fresh squeezed orange juice to the

small amount of champagne remaining, telling Napoleon this new drink was made especially for him.

6. At the next morning's lavish breakfast, the Emperor demanded this new beverage, which would later be called "mimosa."

7. Since then, the mimosa has been a staple of brunch, a portmanteau of breakfast and lunch, occurring in the late morning and early afternoon.



8. Mimosas are the cocktail most associated with brunch, as the lightness of champagne dilutes the sweet orange juice, complementing the types of foods typically served at this meal.

9. The public connects brunch with mimosas, as many restaurants tout "bottomless mimosas" as part of their brunch menus.



10. Defendant touted this connection when the Product was introduced, seeking to capitalize on the increasing number of Americans who enjoy brunch, proclaiming, “Brunch Just Got Real” along with “Mimosa Hard Seltzer” that is “Made With Real Orange Juice.”



11. Research shows that “consumers initially [] rely on extrinsic cues such as visual information on labels and packaging to evaluate [any] product,” thereby

“develop[ing] sensory expectations” about attributes such as quality, composition, taste and the source of that taste.¹

12. Consistent with these principles, Congress adopted the Federal Alcohol Administration Act (“FAAA”) in 1935, which set standards and regulations for what companies were required to tell consumers about the alcoholic beverages they sell. 27 U.S.C. § 201 *et seq.* and Title 27, Code of Federal Regulations (“C.F.R.”), Parts 1 to 39, Tax and Trade Bureau (“TTB”)

13. New York adopted these laws through its Alcoholic Beverage Control (“ABC”) Law and accompanying regulations. *See*, i.e., ABC § 107-a; 9 NYCRR § 25.1 *et seq.*²

14. These laws prohibit misleading statements or representations on the labeling of malt beverages, irrespective of falsity, with respect to a product’s age, origin, identity, or other characteristics. 27 C.F.R. § 7.122(a); 9 NYCRR § 84.1(a) (adopting TTB labeling regulations).

¹ Lancelot Miltgen et al., “Communicating Sensory Attributes and Innovation through Food Product Labeling,” *Journal of Food Products Marketing*, 22.2 (2016): 219-239; Helena Blackmore et al., “A Taste of Things to Come: The Effect of Extrinsic and Intrinsic Cues on Perceived Properties of Beer Mediated by Expectations,” *Food Quality and Preference*, 94 (2021): 104326; Okamoto and Ippaita, “Extrinsic Information Influences Taste and Flavor Perception: A Review from Psychological and Neuroimaging Perspectives,” *Seminars in Cell & Developmental Biology*, 24.3, Academic Press, 2013.

² New York Codes, Rules and Regulations (“NYCRR”), Title 9, Executive Department, Subtitle B, Division of Alcoholic Beverage Control, Chapter I - Rules of The State Liquor Authority, Parts 25 to 106.

15. The ways in which statements or representations can be misleading includes directly creating a misleading impression or indirectly, through ambiguity, omission, inference, or by the addition of other matter. 27 C.F.R. § 7.122(b)(1).

16. For example, an otherwise truthful statement may be misleading because of the omission of material information, the disclosure of which is necessary to prevent the statement from being misleading. 27 C.F.R. § 7.122(b)(1).

17. Malt beverages are required to contain a statement of composition which clearly identifies its base class, such as “beer,” “lager beer,” “lager,” “ale,” “porter,” “stout,” or “malt beverage” and any added flavorings. 27 C.F.R. § 7.147(a); 27 C.F.R. § 7.147(b)(1)-(2); 27 C.F.R. § 7.63(a)(2) (requiring class, type or other designation).

18. The Product’s labeling as “Mimosa Hard Seltzer” is false and misleading for multiple reasons.

19. First, purchasers expect a drink labeled as a mimosa hard seltzer to contain mimosa ingredients like orange juice and champagne.

20. Though the mimosa hard seltzer contains orange juice, it lacks the unique sparkling wine known as champagne.

21. Since a mimosa is a simple drink without complicated ingredients, the combination of champagne and orange juice can be sold in a canned, ready-to-drink (“RTD”) format.

22. However, the fine print ingredient list reveals the only bubbly liquid it contains is not champagne but “Sparkling Water.”



INGREDIENTS: SPARKLING WATER, ALCOHOL, ORANGE JUICE CONCENTRATE, NATURAL FLAVOR, CITRIC ACID, TARTARIC ACID, SODIUM CITRATE, DRIED ACEROLA CHERRY JUICE, STEVIA.

INGREDIENTS: SPARKLING WATER, ALCOHOL, ORANGE JUICE CONCENTRATE, NATURAL FLAVOR, CITRIC ACID, TARTARIC ACID, SODIUM CITRATE, DRIED ACEROLA CHERRY JUICE, STEVIA.

23. Even if purchasers find and read the ingredients, they will be misled because it lists only “Alcohol” instead of truthfully identifying its source as not from champagne, but sugar or another fermentable source, such as “Alcohol (from fermented sugar).”

24. Second, “Mimosa Hard Seltzer” does not tell purchasers they are buying a malt beverage, equivalent to a flavored beer, instead of a drink containing champagne. 27 C.F.R. § 7.63(a)(2).

25. Third, “Mimosa Hard Seltzer” is not the name of the product as known

to the trade. 27 C.F.R. § 7.141(a).

26. Fourth, to the extent the Product can be described as a malt beverage specialty product which does not fall under pre-existing designations such that “Mimosa Hard Seltzer” is its distinctive or fanciful name, it lacks a statement of composition. 27 C.F.R. § 7.141(b)(1)-(2).

27. That “hard seltzer” preceded by “mimosa” would not meet these requirements has been confirmed by the TTB, as failing to provide truthful labeling to consumers.

28. This is because “hard seltzer” lacks a commonly recognized or mandated definition.

29. Despite the hard seltzer boom, most consumers do not know the intricacies of formulating alcoholic beverages and particularly, malt beverage specialty products.

30. These products start with a neutral, flavorless alcohol obtained through fermentation of sugar or wheat, followed by addition of flavoring materials and other ingredients.

31. Fifth, the statement of composition of “Mimosa Hard Seltzer” is required to, but fails, to disclose the addition of the artificial sweetener of stevia, revealed in the fine print on the ingredient list. 27 C.F.R. § 7.147(b)(4).

32. While stevia originates from the stevia rebaudiana plant in the jungles of

South America, extracting its key sweet compounds, such as stevioside and rebaudioside A, is not a natural process.

33. This requires over forty separate steps including purification, solvents like ethanol, and sometimes modification of extracts with enzymes or genetically engineered components, in an industrial laboratory, to create a molecule 200 times sweeter than sugar.

34. This level of processing is inconsistent with a natural sweetener.

35. Since stevia is not a natural sweetener, it is an artificial sweetener and must be declared as part of the Product's statement of composition, which it is not.

36. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than no less than approximately \$17.99 for a 12 pack of 12 oz cans, and \$3.49 for one 24 oz can, excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than it would be sold for absent the misleading representations and omissions.

JURISDICTION

37. Jurisdiction is based on the Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. § 1332(d)(2).

38. The aggregate amount in controversy exceeds \$5 million, including any statutory and punitive damages, exclusive of interest and costs.

39. Plaintiff is a citizen of New York.

40. Defendant is a Delaware limited liability company.

41. Defendant is a citizen of Illinois and Wisconsin based on the citizenship of its members.

42. The class of persons Plaintiff seeks to represent includes persons who are citizens of different states from which Defendant is a citizen.

43. The Court has jurisdiction over Defendant because it transacts business within New York and sells the Product to consumers within New York from numerous retail locations, such as grocery stores, convenience stores, bodegas, gas stations, big box stores, drug stores and/or warehouse club stores.

44. Defendant transacts business in New York, through the sale of the Product to consumers within New York from numerous retail locations, such as grocery stores, convenience stores, bodegas, gas stations, big box stores, drug stores and/or warehouse club stores.

45. Defendant has committed tortious acts within this State through the distribution and sale of the Product, which is misleading to consumers in this State.

46. Defendant has committed tortious acts outside this State by labeling, representing and selling the Product in a manner which causes injury to consumers within this State by misleading them as to its contents, amount and/or quality, by regularly doing or soliciting business, or engaging in other persistent courses of conduct to sell the Product to consumers in this State, and/or derives substantial

revenue from the sale of the Product in this State.

47. Defendant has committed tortious acts outside this State by labeling the Product in a manner which causes injury to consumers within this State by misleading them as to its contents, amount and/or quality, through causing the Product to be distributed throughout this State, such that it expects or should reasonably expect such acts to have consequences in this State and derives substantial revenue from interstate or international commerce.

VENUE

48. Venue is in this Court because Plaintiff is a resident of Kings County.

49. Venue is in this Court because a substantial part of the events or omissions giving rise to these claims occurred in Kings County, which is where Plaintiff's causes of action accrued.

50. Plaintiff purchased, used and/or consumed the Product in reliance on the labeling identified here in New York.

51. Plaintiff became aware the labeling was false and misleading in Kings County.

PARTIES

52. Plaintiff Tranise West is a citizen of Kings County, New York.

53. Defendant Molson Coors Beverage Company USA, LLC is a Delaware limited liability company.

54. Defendant's members are citizens of Illinois and/or Wisconsin.

55. Defendant's principal place of business is in Illinois.

56. Plaintiff purchased the Product between early 2022 and the present, at retail locations, such as grocery stores, convenience stores, bodegas, gas stations, big box stores, drug stores and/or warehouse club stores, in this State.

57. Plaintiff is like most consumers who look to the front label of a product to learn what it is and its key features.

58. Plaintiff is like most consumers and prefers alcoholic beverages based on the standard and expected ingredients, like champagne, instead of a malt beverage which attempts to imitate champagne.

59. Plaintiff read and relied on the front label statements of "Mimosa Hard Seltzer," "Made With Real Orange Juice" and/or the pictures of oranges to expect the Product contained champagne.

60. Based on her experience with how alcoholic beverages based on malt beverages were labeled, with statements disclosing their composition in a prominent front label and/or package location, i.e., "beer with natural flavors," Plaintiff expected that if the Product purported only to "taste" like a mimosa, such statements would have appeared.

61. Plaintiff expected more than a mimosa taste, but the mimosa ingredients of orange juice and champagne.

62. Plaintiff expected the sparkling wine of champagne instead of sparkling water.

63. Plaintiff bought the Product at or exceeding the above-referenced price.

64. Plaintiff paid more for the Product than she would have had she known it did not contain champagne.

65. The Product was worth less than what Plaintiff paid, and she would not have paid as much absent Defendant's false and misleading statements and omissions.

CLASS ALLEGATIONS

66. Plaintiff seeks to represent the following class:

All persons in the State of New York who purchased the Product in New York during the statutes of limitations for each cause of action alleged.

67. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

68. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

69. Plaintiff is an adequate representative because her interests do not conflict with other members.

70. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

71. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

72. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

CAUSES OF ACTION

COUNT I

New York General Business Law ("GBL") §§ 349 and 350

73. Plaintiff incorporates by reference paragraphs 1-36.

74. The purpose of the GBL is to protect consumers against unfair and deceptive practices.

75. The labeling of the Product violated the GBL because the front label and package statements and omissions of "Mimosa Hard Seltzer," "Made With Real Orange Juice," pictures of oranges and the absence of any statement of composition was unfair and deceptive to consumers.

76. These statements and omissions caused Plaintiff to believe the Product contained champagne.

77. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that it did not contain champagne.

78. Plaintiff seeks to recover for economic injury and/or loss she sustained

based on the misleading labeling and packaging of the Product, a deceptive practice under this State's consumer protection laws, by paying more for it than she otherwise would have.

79. Plaintiff will produce evidence showing how she and consumers paid more than they otherwise would have paid for the Product, relying on Defendant's representations and omissions, using statistical and economic analyses, hedonic regression, and other advanced methodologies.

80. Defendant's false and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

COUNT II
Breach of Express Warranty

81. Plaintiff incorporates by reference paragraphs 1-36.

82. The Product was manufactured, identified, marketed, and sold by Defendant and expressly warranted to Plaintiff and class members that it contained champagne.

83. Defendant directly marketed the Product to Plaintiff and consumers through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, and/or targeted digital advertising.

84. Defendant knew the product attributes that potential customers like Plaintiff were seeking, such as canned alcoholic beverages which contained higher quality ingredients associated with their namesake drinks, like champagne in a

mimosa, and developed its marketing and labeling to directly meet those needs and desires.

85. Defendant's representations affirmed and promised that the Product contained champagne.

86. Defendant described the Product so Plaintiff and consumers believed it contained champagne, which became part of the basis of the bargain that it would conform to its affirmations and promises.

87. Plaintiff recently became aware of Defendant's breach of the Product's express warranty.

88. Plaintiff provided or will provide notice to Defendant, its agents, representatives, retailers, and/or their employees.

89. Plaintiff hereby provides notice to Defendant that it breached the Product's express warranty.

90. Defendant received notice and should have been aware of these issues due to complaints by third parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

91. The Product did not conform to its affirmations of fact and promises due to Defendant's actions, because it did not contain champagne.

92. Plaintiff and class members would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

COUNT III
Unjust Enrichment

93. Plaintiff incorporates by reference paragraphs 1-36.

94. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members, who seek restitution and disgorgement of inequitably obtained profits.

JURY DEMAND AND PRAYER FOR RELIEF

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Awarding monetary damages and interest;
3. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
4. Other and further relief as the Court deems just and proper.

Dated: October 10, 2023

Respectfully submitted,

/s/ Spencer Sheehan

Sheehan & Associates, P.C.

60 Cuttermill Rd Ste 412

Great Neck NY 11021

(516) 268-7080

spencer@spencersheehan.com

*Notice of Lead Counsel Designation:
Lead Counsel for Plaintiff*

Spencer Sheehan

Sheehan & Associates, P.C.

James Chung
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43-22 216th St
Bayside NY 11361
(718) 461-8808
jchung_77@msn.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

Tranise West, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Kings
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021-3104 (516) 268-7080

DEFENDANTS

Molson Coors Beverage Company USA, LLC

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION		
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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

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

VI. CAUSE OF ACTION

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

28 USC § 1332

Brief description of cause:

False advertising

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

10/10/2023

/s/ Spencer Sheehan

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Spencer Sheehan, counsel for plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/Spencer Sheehan

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Eastern District of New York

Tranise West, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

Molson Coors Beverage Company USA, LLC,

Defendant(s)

Civil Action No. 1:23-cv-07547

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Molson Coors Beverage Company USA, LLC
c/o Incorporating Services, Ltd.
3500 S DuPont Hwy
Dover DE 19901-6041

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021-
3104 (516) 268-7080

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 1:23-cv-07547

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: