

**If you purchased Asahi brand beer between April 5, 2013 and December 20, 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 December 20, 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 December 20, 2018.
- Your rights are affected whether you act or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM DEADLINE: May 3, 2019</b>	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.
<b>ASK TO BE EXCLUDED DEADLINE: June 25, 2019</b>	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.
<b>OBJECT TO THE SETTLEMENT DEADLINE: In Person-July 16, 2019; In Writing-must be received by July 16, 2019</b>	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.
<b>GO TO A HEARING ON July 16, 2019</b>	If you object to the settlement, you may appear at the Final Approval Hearing.
<b>DO NOTHING</b>	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.

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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 Amy Hogue 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 December 20, 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 1-866-447-6219, go to [www.asahibeersettlement.com](http://www.asahibeersettlement.com) or write to one of the lawyers listed in Question 14 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 **May 3, 2019**. Completed Claim Forms may be submitted online at [www.asahibeersettlement.com](http://www.asahibeersettlement.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@asahibeersettlement.com](mailto:info@asahibeersettlement.com), calling 1-866-447-6219 or by writing to: *Shalika v. Asahi Beer* Settlement Administrator at P.O. Box 404000, Louisville, KY 40233-4000.

To be eligible for a cash refund, Claim Forms must be completed, signed, and postmarked or submitted to the Settlement Administrator by **May 3, 2019**.

## 11. When would I get my settlement payment?

The Court will hold a hearing on **July 16, 2019** 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 Court’s 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 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, 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.asahibeersettlement.com](http://www.asahibeersettlement.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 get 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 *Shalika 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 **June 25, 2019**.

*Shalika, et al. v. Asahi Beer* Settlement Administrator  
P.O. Box 404000  
Louisville, KY 40233-4000

### 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 get a payment only 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 *Shalika v. Asahi Beer U.S.A., Inc.* Your written objection must include: (1) a header identifying the case as *Shalika v. Asahi Beer U.S.A., Inc.*, Case No. BC702360; (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.

<b>The Court</b>	<b>Class Counsel</b>	<b>Asahi's Counsel</b>
Superior Court of the State of California, County of Los Angeles Spring Street Courthouse 312 N. Spring Street Los Angeles, CA 90012	Michael R. Reese Reese LLP 100 West 93rd Street, 16th Floor New York, NY 10025	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, and received by July 16, 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 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 10:00 a.m. on **July 16, 2019** at Department 9 of the Spring Street Courthouse, 312 N. Spring St., Los Angeles, CA 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 Hogue 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 a 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.asahibeersettlement.com](http://www.asahibeersettlement.com). Additional information is also available by calling 1-866-447-6219 or by writing to *Shalikaar v. Asahi Beer* Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000. Publicly-filed documents can also be obtained by visiting the Spring Street Courthouse during business hours.

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