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Superior Court of California  
County of Los Angeles

MAY 30 2014

Sharri R. Carter, Executive Officer/Clerk  
By Daniel Haro, Deputy

5 Attorneys for Plaintiffs  
JOHN BONILLA, RAFAEL DELGADO,  
6 JR., JESSE GARRETT, and RACHEL  
PADILLA

Filing Window

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES  
10 (Unlimited Jurisdiction)

11 JOHN BONILLA; RAFAEL DELGADO,  
JR.; JESSE GARRETT; and RACHEL  
12 PADILLA,

13 Plaintiffs,

14 v.

15 ANHEUSER-BUSCH, LLC; BACARDI  
16 U.S.A., INC.; CONSTELLATION  
BRANDS, INC.; DIAGEO NORTH  
17 AMERICA, INC.; HANGAR 24 CRAFT  
BREWERY, LLC; HEINEKEN USA  
18 INCORPORATED; BEAM INC.;  
KOOCHENVAGNER'S BREWING CO.;  
19 MILLERCOORS LLC; MONKISH  
BREWING CO. LLC; NEW BELGIUM  
20 BREWING COMPANY, INC.; NOLET  
SPIRITS U.S.A.; PABST BREWING  
21 COMPANY; PAULANER USA LLC;  
PERNOD RICARD USA, LLC;  
22 SPEAKEASY ALES & LAGERS, INC.;  
TELEGRAPH BREWING CO., INC.;  
23 WILLIAM GRANT & SONS, INC.; and  
DOES 1 through 150, inclusive,

24 Defendants.

Case No. BC537188

~~PROPOSED~~ JUDGMENT  
PURSUANT TO TERMS OF  
PROPOSITION 65 SETTLEMENT  
AND [PROPOSED] STIPULATED  
CONSENT JUDGMENT

Complaint Filed: February 21, 2014

Trial Date: Not Set

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Plaintiffs, John Bonilla, Rafael Delgado, Jr., Jesse Garrett, and Rachel Padilla (“Plaintiffs”), and Defendants ANHEUSER-BUSCH, LLC, BACARDI U.S.A., INC., CONSTELLATION BRANDS, INC., DIAGEO NORTH AMERICA, INC., HANGAR 24 CRAFT BREWERY, LLC, HEINEKEN USA INCORPORATED, BEAM INC., KOOCHENVAGNER’S BREWING CO., MILLERCOORS LLC, MONKISH BREWING CO. LLC, NEW BELGIUM BREWING COMPANY, INC., NOLET SPIRITS U.S.A., PABST BREWING COMPANY, PAULANER USA LLC, PERNOD RICARD USA, LLC, SPEAKEASY ALES & LAGERS, INC., TELEGRAPH BREWING CO., INC., and WILLIAM GRANT & SONS, INC. (“Defendants”), having agreed through their respective counsel that judgment be entered pursuant to the terms of their settlement agreement in the form of a Consent Judgment, and following this Court’s issuance of an Order approving this Proposition 65 settlement and Consent Judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered in accordance with the terms of the Consent Judgment attached hereto as **Exhibit 1**.

**IT IS SO ORDERED.**

Dated:                     MAY 30 2014                    

  
Mel Red Roca

JUDGE OF THE SUPERIOR COURT

1 MIGUEL CUSTODIO, STATE BAR NO. 248744  
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5 Attorneys for Plaintiffs  
JOHN BONILLA, RAFAEL DELGADO,  
6 JR., JESSE GARRETT, and RACHEL  
PADILLA

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES  
10 (Unlimited Jurisdiction)

11 JOHN BONILLA; RAFAEL DELGADO,  
JR.; JESSE GARRETT; and RACHEL  
PADILLA,

12  
13 Plaintiffs,

14 v.

15 ANHEUSER-BUSCH, LLC; BACARDI  
16 U.S.A., INC.; CONSTELLATION  
BRANDS, INC.; DIAGEO NORTH  
17 AMERICA, INC.; HANGAR 24 CRAFT  
BREWERY, LLC; HEINEKEN USA  
18 INCORPORATED; BEAM INC.;  
KOOCHENVAGNER'S BREWING CO.;  
19 MILLERCOORS LLC; MONKISH  
BREWING CO. LLC; NEW BELGIUM  
20 BREWING COMPANY, INC.; NOLET  
SPIRITS U.S.A.; PABST BREWING  
21 COMPANY; PAULANER USA LLC;  
PERNOD RICARD USA, LLC;  
22 SPEAKEASY ALES & LAGERS, INC.;  
TELEGRAPH BREWING CO., INC.;  
23 WILLIAM GRANT & SONS, INC.; and  
DOES 1 through 150, inclusive,

24 Defendants.  
25

Case No. BC537188 \_\_\_\_\_

**AMENDED [PROPOSED]  
STIPULATED CONSENT JUDGMENT**

Dept.: 45  
Judge: Honorable Mel Red Recana

Action Filed: February 21, 2014 \_\_\_  
Trial Date: None Set

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2 Plaintiffs, John Bonilla, Rafael Delgado, Jr., Jesse Garrett, and Rachel Padilla  
3 (“Plaintiffs”), and Defendants ANHEUSER-BUSCH, LLC, BACARDI U.S.A., INC.,  
4 CONSTELLATION BRANDS, INC., DIAGEO NORTH AMERICA, INC., HANGAR 24  
5 CRAFT BREWERY, LLC, HEINEKEN USA INCORPORATED, BEAM INC.,  
6 KOOCHENVAGNER’S BREWING CO., MILLERCOORS LLC, MONKISH BREWING CO.  
7 LLC, NEW BELGIUM BREWING COMPANY, INC., NOLET SPIRITS U.S.A., PABST  
8 BREWING COMPANY, PAULANER USA LLC, PERNOD RICARD USA, LLC,  
9 SPEAKEASY ALES & LAGERS, INC., TELEGRAPH BREWING CO., INC., and WILLIAM  
10 GRANT & SONS, INC. (“Defendants”) hereby enter into this Stipulated Consent Judgment  
11 (“Consent Judgment”) as follows:

12 WHEREAS: On or after March 13, 2013, Plaintiffs, through Plaintiffs’ counsel, sent  
13 letters (“60-Day Notice(s)”) to Defendants, the California Attorney General, the District  
14 Attorneys of every County in the State of California, and the City Attorneys for every City in the  
15 State of California with a population greater than 750,000 (collectively, “Public Prosecutor(s)”)  
16 alleging that Defendants violated California’s Safe Drinking Water and Toxic Enforcement Act  
17 of 1986 (“Proposition 65”) and that Plaintiffs intended to file an enforcement action in the public  
18 interest; and

19 WHEREAS: Plaintiffs further allege that Defendants manufacture and/or distribute  
20 alcohol beverage products (“Covered Products”) that expose consumers in the State of California  
21 to chemicals listed by the State of California pursuant to California Health and Safety Code §  
22 25249.8, including “alcoholic beverages, when associated with alcohol abuse”, “ethyl alcohol in  
23 alcoholic beverages,” and “ethanol in alcoholic beverages”; and

24 WHEREAS: Plaintiffs further allege that persons in the State of California were exposed  
25 to listed chemicals in Covered Products without being provided the Proposition 65 warning set  
26 out at California Health and Safety Code § 25249.6 and its implementing regulations  
27 (“Proposition 65 Warning”); and

28 WHEREAS: Defendants deny Plaintiffs’ allegations inasmuch as Defendants, beginning  
in 1988, and continuously thereafter, have funded and made available to alcohol beverage retail

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2 license holders in the State of California (“Licensees”) signs that comply with the Proposition 65  
3 Warning requirements (“Proposition 65 Signage”) and instructions on the posting and  
4 maintenance of such Proposition 65 Signage, free of charge; and

5 WHEREAS: Defendants assert that, as a result, Proposition 65 Signage that complies with  
6 Proposition 65 requirements is widespread in the State of California and that consumers of  
7 Covered Products in the State of California have, at one time or another, been in one or more  
8 locations where they would have seen such Proposition 65 Signage and therefore, received  
9 warnings in accordance with Proposition 65; and

10 WHEREAS: Plaintiffs and Defendants jointly seek to provide the public with Proposition  
11 65 Signage and believe that this objective is achieved by the actions described in this Consent  
12 Judgment; and

13 WHEREAS: Plaintiffs and Defendants wish to resolve their differences without the delay  
14 and expense of litigation; and

15 WHEREAS: Plaintiffs and Defendants contemplate that entities which meet the Opt In  
16 Defendant requirements of Sections 3.5. and 3.6. herein will opt into this Consent Judgment as  
17 Defendants in the future; and

18 WHEREAS: Plaintiffs and Defendants have submitted this Consent Judgment to the  
19 Office of the California Attorney General and made changes requested by that Office in  
20 furtherance of the public interest; and

21 WHEREAS: Plaintiffs and Defendants have stipulated that, in addition to their existing  
22 rights to petition the Court for modification of the Consent Judgment, ten years after the effective  
23 date and/or after the third mailing to all Licensees contemplated by section 3.1.3. of this Consent  
24 Judgment, whichever is later, one or more Defendants may petition the Court to terminate the  
25 obligation set forth in Section 3.1.3. for good cause.

26 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN  
27 PLAINTIFFS ACTING IN THE PUBLIC INTEREST AND DEFENDANTS AS FOLLOWS:

28 **1. INTRODUCTION**

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1.1. On or after March 13, 2013, Plaintiffs served 60-Day Notices on each Defendant and on Public Prosecutors. No Public Prosecutor having commenced an enforcement action, Plaintiffs filed their Complaint against Defendants in the present action.

1.2. Each Defendant is a supplier, as that term is defined at California Code of Regulations Title 4, § 106(b)(1), and/or distributor of Covered Products (“Supplier”), and/or an Opt In Defendant meeting the criteria of Sections 3.5. and 3.6. of this Consent Judgment.

1.3. Each Defendant employs ten (10) or more persons.

1.4. For purposes of this Consent Judgment only, Plaintiffs and Defendants (the “Parties”) stipulate that: 1) this Court has jurisdiction over the allegations of violation contained in the Complaint and personal jurisdiction over Defendants as to the acts alleged in the Complaint; 2) venue is proper in the County of Los Angeles; and 3) this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged in the 60-Day Notices, in the present action, or arising therefrom or related thereto, with respect to Covered Products, including any Proposition 65 claim arising out of an exposure to Covered Products (collectively, “Proposition 65 Claims”).

1.5. The Parties enter into this Consent Judgment as a full and final settlement of the Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation and of resolving the issues raised therein both as to past and future conduct. By execution of this Consent Judgment, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall Defendants’ compliance with the Consent Judgment constitute or be construed as an admission by Defendants of any fact, conclusion of law, or violation of law. Defendants deny the material, factual, and legal allegations in the 60-Day Notices and the Complaint and expressly deny any wrongdoing whatsoever.

**2. DEFINITIONS**

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2.1. "Effective Date" shall mean, with respect to this Consent Judgment, fifteen (15) days from the date on which this Court enters the Consent Judgment. As to each Opt In Defendant, "Effective Date" shall mean the date on which this Consent Judgment was amended to add such Opt In Defendant as a party.

**3. INJUNCTIVE RELIEF**

3.1. Defendants agree to undertake, or cause to be undertaken on their behalf, the following measures, compliance with which will constitute compliance by them with the Proposition 65 Warning requirements of California Health and Safety Code § 25249.6, arising from exposure to Covered Products:

3.1.1. Within three (3) months after the Effective Date, obtain from the California Department of Alcoholic Beverage Control ("ABC") a list of the current Licensees in the State of California. Defendants may rely upon the ABC's online database found at <http://www.abc.ca.gov/datport/SubscrMenu.asp> for compliance with this requirement and with Section 3.1.4.1. of this Consent Judgment;

3.1.2. Within three (3) months of obtaining said list of current Licensees, send by mail or by electronic mail (collectively "Mail") to every such Licensee the following:

3.1.2.1. Proposition 65 Signage (if sent by electronic mail, an electronic link to or downloadable file suitable for and capable of being printed ("Downloadable File") of Proposition 65 Signage) meeting the requirements described in this Consent Judgment; and

3.1.2.2. A letter that:

- (i) Provides contact information (electronic mail address, website address, and telephone number) for ordering additional Proposition 65 Signage;
- (ii) Informs the Licensee that such Proposition 65 Signage is available at no charge;
- (iii) Informs the Licensee that, if it intends to offer for sale, sell, and/or serve any Covered Products in the State of California and employs ten

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(10) or more persons, the Licensee must post and maintain Proposition 65 Signage at its establishment; and

(iv) Describes the regulatory requirements regarding the placement of Proposition 65 Signage and references the ABC's premises inspection sheet that includes a Proposition 65 Signage requirement.

3.1.2.3. The Proposition 65 Signage will be consistent with California Code of Regulations, Title 27, § 25603.3(e), as those regulations are set forth on the Effective Date, with respect to message, size, and appearance, except that the Proposition 65 Signage may be 8 ½ inches by 11 inches.

3.1.3. The actions required by Sections 3.1.1. and 3.1.2. shall be repeated every five (5) years after the Effective Date.

3.1.4. Within twelve (12) months after the Effective Date, Defendants shall:

3.1.4.1. Obtain, or cause to be obtained, from the ABC a list of Licensees who have received ABC licenses since Defendants' last mailing or electronic mailing of Proposition 65 Signage; and

3.1.4.2. Within one (1) month of obtaining said list of Licensees, provide such Licensees by mail, or by individually addressed electronic mail, all of the materials required by Sections 3.1.2.1. and 3.1.2.2.

3.1.5. The actions required by Sections 3.1.4.1. and 3.1.4.2. shall be repeated every six (6) months after completion of the requirements of Section 3.1.4.

3.1.6. Within six (6) months after the Effective Date, Defendants shall create or cause to be created, and thereafter shall maintain, an Internet website that offers Licensees in the State of California the ability to request or to download Proposition 65 Signage meeting the requirements described in Section 3.1.2.3. at no charge to Licensees, including by means of an electronic link and/or Downloadable File.

3.2. Compliance with the requirements set forth above, or as subsequently modified by Court order, shall satisfy the requirements of this Consent Judgment and of the Proposition 65 Warning requirements as regards exposure to Covered Products.

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3.3. In the event that Plaintiffs become aware of any perceived violation of this Consent Judgment, or of any Licensee which, in the course of business, offers for sale, sells, and/or serves a Covered Product in the State of California without providing Proposition 65 Signage, Plaintiffs shall promptly provide written notice to Defendants, in accordance with Section 6.1.1., of such alleged violation by first class mail with return receipt requested or by electronic mail, including in such notice a description of the alleged violation and the name and address of the Licensee.

3.4. Within fourteen (14) days, excluding holidays, of receipt of the notice described in Section 3.3., Defendants shall, by first class mail with return receipt requested or by electronic mail with confirmation of delivery, furnish or cause to be furnished to the Licensee: 1) Proposition 65 Signage or an electronic link or Downloadable File containing Proposition 65 Signage, free of charge; 2) an offer to furnish additional Proposition 65 Signage, free of charge; and 3) instructions for posting and maintaining Proposition 65 Signage. Defendants shall maintain said return receipts and/or confirmations of delivery for one year and, upon request by Plaintiffs, make available to Plaintiffs such return receipts and/or confirmations of delivery. Within forty-five (45) days of providing the Notice described in Section 3.3., Plaintiffs will return to the location of the alleged violation; and if Proposition 65 Signage has not been posted, Plaintiffs will notify the Office of the California Attorney General. Thereafter, nothing in this Judgment shall affect rights Plaintiffs would otherwise have to enforce the law against the non-compliant Licensee.

3.5. An entity which receives a notice of alleged violation pursuant to Section 25249.7(d) ("Notice") from Plaintiffs is eligible to become an Opt In Defendant for purposes of this Consent Judgment if it 1) is a company that employs ten (10) or more persons; and 2) manufactures and/or distributes Covered Products in the State of California

3.6. An entity that meets the criteria of Section 3.5. may opt into this Consent Judgment by providing Plaintiffs, no later than seven (7) months after the Effective Date, with an executed signature page to the Consent Judgment.

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3.7. Assuming at least one entity has met the criteria of Section 3.5. and has provided Plaintiffs with an executed signature page to the Consent Judgment pursuant to Section 3.6., Plaintiffs shall file one or more noticed motions for approval of an Amended Consent Judgment no less than sixty (60) days after providing such entity with a Notice and no more than ninety (90) days after receiving the executed signature page. Any such motion for approval will comply with the requirements of California Health and Safety Code § 25249.7(f)(4) and be set with at least forty-five (45) days' notice to the California Attorney General. The Amended Consent Judgment may differ from this Consent Judgment only as necessary to identify the Opt In Defendant or Opt In Defendants as a party or parties, and those receiving notice on their behalf. Plaintiffs may use Defendants' signatures attached to this Consent Judgment as their signatures on the Amended Consent Judgment. Plaintiffs shall also amend the Complaint as necessary to name any Opt In Defendants as defendants to this case within ninety (90) days of the Court's approval of an Amended Consent Judgment. Nothing in this Judgment shall limit subsequent Opt In Defendants to this Judgment.

3.8. If the Court approves the Amended Consent Judgment as to an Opt In Defendant, the Opt In Defendant shall make a payment of \$1,500 to Custodio & Dubey LLP within ten (10) days of the approval of the Amended Consent Judgment. The money received by Custodio & Dubey LLP shall be paid such that the sums paid by the first ten (10) Opt In Defendants shall go entirely to reimbursement of Plaintiffs' attorneys' fees and, thereafter, 15% of each payment shall constitute penalties and 85% shall constitute reimbursement of Plaintiff's reasonable attorneys' fees. Of the 15% constituting penalties, 75% shall go to the State of California and 25% shall go to Plaintiffs.

**4. MONETARY RELIEF**

4.1. Within ten (10) days of the judgment being final, Defendants shall pay to Plaintiffs the total sum of \$92,000, of which \$16,000 shall constitute penalties and \$76,000 shall constitute reimbursement of Plaintiffs' reasonable attorneys' fees. Of the \$16,000

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2 constituting penalties, \$12,000 shall go to the State of California and \$4,000 shall go to  
3 Plaintiffs.

4 4.2. The payment specified in Section 4.1. shall be made by check payable to Custodio &  
5 Dubey LLP.

## 6 5. CLAIMS COVERED AND RELEASE

7 5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiffs acting in  
8 the public interest, on the one hand, and on the other hand, Defendants and Opt In  
9 Defendants who have become parties to the Consent Judgment, and their parent  
10 companies, shareholders, members, divisions, subdivisions, subsidiaries, partners, related  
11 companies, affiliated companies, distributors, wholesalers, and retailers, and their  
12 respective officers, directors, representatives, shareholders, agents, and employees, and  
13 each of their successors and assigns (collectively, "Releasees") of any violation of  
14 Proposition 65 that has been or could have been asserted in the public interest against the  
15 Releasees arising out of exposure to the Covered Products prior to the Effective Date.  
16 Notwithstanding the foregoing, such release shall not apply to any Licensee that fails to  
17 post and maintain Proposition 65 Signage fourteen (14) days after receiving from  
18 Defendants Proposition 65 Signage, an offer to furnish additional Proposition 65 Signage,  
19 and instructions on posting and maintaining Proposition 65 Signage provided to Licensee  
20 pursuant to Section 3.4. of this Consent Judgment.

21 5.2. Plaintiffs, acting on their own behalf and in the public interest pursuant to California  
22 Health and Safety Code § 25249.7(d), release, waive, and forever discharge any and all  
23 claims against the Releasees arising from any violation of Proposition 65 that has been or  
24 could have been asserted in the public interest regarding the failure to warn under  
25 Proposition 65 arising in connection with exposure to the Covered Products  
26 manufactured, distributed, offered for sale, sold, and/or served in the State of California  
27 by Releasees prior to the Effective Date.

28 5.3. To the extent that the foregoing release is one to which California Civil Code § 1542 (or  
similar provisions of law) applies, it is the intention of the Parties that the release shall be

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2 effective as a bar to any and all actions, fees, damages, losses, claims, liabilities, and  
3 demands of whatsoever character, nature and kind, known or unknown, suspected or  
4 unsuspected specified herein. In furtherance of this intention, Plaintiffs expressly waive  
5 any and all rights and benefits conferred upon them by the provisions of California Civil  
6 Code § 1542 (or similar provisions of law), which reads as follows: "A general release  
7 does not extend to claims which the creditor does not know or suspect to exist in his or  
8 her favor at the time of executing the release, which if known by him or her must have  
9 materially affected his or her settlement with the debtor."

10 5.4. Compliance by Defendants and Opt In Defendants with the terms of this Consent

11 Judgment shall constitute compliance with Proposition 65 with respect to exposure to the  
12 Covered Products.

13 **6. PROVISION OF NOTICE**

14 6.1. When any Party is entitled to receive any notice or writing under this Consent Judgment,  
15 the notice or writing shall be sent by first class mail with return receipt requested or by  
16 electronic mail as follows:

17 6.1.1. Notices to Defendants. The persons for Defendants, other than Opt In Defendants,  
18 to receive notices or writings pursuant to this Consent Judgment shall be:

19 The Beer Institute	With a copy to:
20 ( <a href="mailto:info@beerinstitute.org">info@beerinstitute.org</a> )	Michèle Corash
21 The Distilled Spirits Council of the	Morrison & Foerster LLP
22 U.S. ( <a href="http://discus.org/contact/">http://discus.org/contact/</a> )	425 Market St.
23 The Wine Institute	San Francisco, CA 94105
24 ( <a href="http://www.wineinstitute.org/contact">http://www.wineinstitute.org/contact</a> )	

25 6.1.2. Notices to Plaintiffs. The person for Plaintiffs to receive notices pursuant to this  
26 Consent Judgment shall be:

27 Vineet Dubey  
28 Custodio & Dubey LLP  
766 E. Colorado Blvd., Ste. 108

1  
2 Pasadena, CA 91101

3 6.1.3. Notices to Opt In Defendants. Each Opt In Defendant shall specify the person(s)  
4 and address to receive notices for such Opt In Defendant, and Section 6.1.1. of this  
5 Consent Judgment shall, thereupon, be deemed amended accordingly.

6 6.2. Any Party may modify the person and address to whom the notice is to be sent by  
7 sending the other Party notice by first class mail with return receipt requested or by  
8 electronic mail.

9 **7. COURT APPROVAL**

10 7.1. This Consent Judgment shall become effective on the Effective Date, provided however,  
11 that Plaintiffs shall prepare and file a Motion for Approval of this Consent Judgment and  
12 Defendants shall support approval of such Motion for Approval.

13 7.2. If this Consent Judgment is not entered by the Court, it shall be of no force or effect and  
14 shall not be introduced into evidence or otherwise used in any proceeding for any  
15 purpose.

16 **8. GOVERNING LAW AND CONSTRUCTION**

17 8.1. The terms of this Consent Judgment shall be governed by the laws of the State of  
18 California.

19 **9. ENTIRE AGREEMENT**

20 9.1. This Consent Judgment contains the sole and entire agreement and understanding of the  
21 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
22 negotiations, commitments, or understandings related thereto, if any, are hereby merged  
23 herein and therein.

24 9.2. There are no warranties, representations, or other agreements between the Parties except  
25 as expressly set forth herein. No representations, oral or otherwise, express or implied,  
26 other than those specifically referred to in this Consent Judgment have been made by any  
27 Party hereto.

28 9.3. No other agreements not specifically contained or referenced herein, oral or otherwise,  
shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically

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contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

9.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby.

9.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

**10. RETENTION OF JURISDICTION**

10.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

**11. NO EFFECT ON OTHER SETTLEMENTS**

11.1. Nothing in this Consent Judgment shall preclude Plaintiffs from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

**12. EXECUTION IN COUNTERPARTS**

12.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

**13. AUTHORIZATION**

13.1. The undersigned are authorized to stipulate to, enter into, and execute this Consent Judgment on behalf of their respective parties and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

<b>AGREED TO:</b>	<b>AGREED TO:</b>
Date: <u>5-13-14</u>	Date: _____
By: <u>Jesse Garrett</u>	By: _____
Title: _____	Title: _____

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**AGREED TO:**

Date: 05/14/14  
By: [Signature]  
Title: \_\_\_\_\_

**AGREED TO:**

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**AGREED TO:**

Date: 05/14/2014  
By: [Signature]  
Title: \_\_\_\_\_

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED TO:**

Date: 5/14/2014  
By: [Signature]  
Title: \_\_\_\_\_

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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By: \_\_\_\_\_  
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**AGREED TO:**

Date: May 20, 2014

By: [Signature]

Title: Asst. Secretary & Senior Counsel

PERNOD RICARD USA, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SPEAKEASY ALES & LAGERS, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

TELEGRAPH BREWING CO.,  
INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

WILLIAM GRANT & SONS, INC.

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<b>AGREED TO:</b>	<b>AGREED TO:</b>
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
BEAM INC.	KOOCHENVAGNER'S BREWING CO.

<b>AGREED TO:</b>	<b>AGREED TO:</b>
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
MILLERCOORS LLC	MONKISH BREWING CO. LLC

<b>AGREED TO:</b>	<b>AGREED TO:</b>
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____
NEW BELGIUM BREWING COMPANY, INC.	NOLET SPIRITS U.S.A.

<b>AGREED TO:</b>	<b>AGREED TO:</b>
Date: <u>MAY 16, 2014</u>	Date: _____
By: 	By: _____
Title: <u>SVP &amp; GENERAL COUNSEL</u>	Title: _____
PABST BREWING COMPANY	PAULANER USA LLC

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**AGREED TO:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

PERNOD RICARD USA, LLC

SPEAKEASY ALES & LAGERS, INC.

**AGREED TO:**

**AGREED TO:**

Date: May 16, 2014

Date: \_\_\_\_\_

By: [Signature]

By: \_\_\_\_\_

Title: President / CEO

Title: \_\_\_\_\_

TELEGRAPH BREWING CO.,  
INC.

WILLIAM GRANT & SONS, INC.

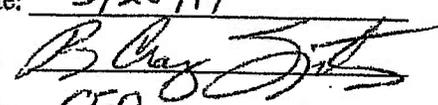
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**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

BEAM INC.

**AGREED TO:**

Date: 5/20/14  
By:   
Title: CFO

KOOCHENVAGNER'S BREWING CO.

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

MILLERCOORS LLC

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

MONKISH BREWING CO. LLC

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

NEW BELGIUM BREWING  
COMPANY, INC.

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

NOLET SPIRITS U.S.A.

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

PABST BREWING COMPANY

**AGREED TO:**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

PAULANER USA LLC

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BEAM INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

KOOCHENVAGNER'S BREWING CO.

**AGREED TO:**

Date: 5-19-14

By: [Signature]

Title: Chief Legal Officer

MILLERCOORS LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MONKISH BREWING CO. LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NEW BELGIUM BREWING  
COMPANY, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOLET SPIRITS U.S.A.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PABST BREWING COMPANY

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PAULANER USA LLC

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
JESSE GARRETT

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
RACHEL PADILLA

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
ANHEUSER-BUSCH, LLC

**AGREED TO:**

Date: 5-21-14

By: [Signature]

Title: VP + Secretary  
BACARDI U.S.A., INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
CONSTELLATION BRANDS,  
INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
DIAGEO NORTH AMERICA, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
HANGAR 24 CRAFT  
BREWERY, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
HEINEKEN USA INCORPORATED

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

JESSE GARRETT

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

RACHEL PADILLA

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ANHEUSER-BUSCH, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BACARDI U.S.A., INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONSTELLATION BRANDS,  
INC.

**AGREED TO:**

Date: May 21, 2014

By: Jordan P. Ragga

Title: Director & Senior Counsel

DIAGEO NORTH AMERICA, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

HANGAR 24 CRAFT  
BREWERY, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

HEINEKEN USA INCORPORATED

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AGREED TO: 

Date: 5-20-14

By: Ameyson Wilcox

Title: Asst. Gen. Counsel  
BEAM INC.

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
KOOCHENVAGNER'S BREWING CO.

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
MILLERCOORS LLC

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
MONKISH BREWING CO. LLC

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
NEW BELGIUM BREWING  
COMPANY, INC.

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
NOLET SPIRITS U.S.A.

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
PABST BREWING COMPANY

AGREED TO:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
PAULANER USA LLC

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**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

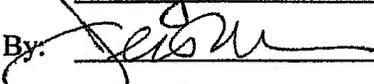
PERNOD RICARD USA, LLC

SPEAKEASY ALES & LAGERS, INC.

**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_ Date: May 20, 2014

By: \_\_\_\_\_ By: 

Title: \_\_\_\_\_ Title: JEAN MARIE CHO, GENERAL COUNSEL

TELEGRAPH BREWING CO.,  
INC.

WILLIAM GRANT & SONS, INC.

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BEAM INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

KOOCHENVAGNER'S BREWING CO.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MILLERCOORS LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MONKISH BREWING CO. LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: Christine Peres

Title: CFO/COO

NEW BELGIUM BREWING  
COMPANY, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOLET SPIRITS U.S.A.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PABST BREWING COMPANY

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PAULANER USA LLC

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**AGREED TO:** **AGREED TO:**  
Date: \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
BEAM INC. KOOCHENVAGNER'S BREWING CO.

**AGREED TO:** **AGREED TO:**  
Date: \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
MILLERCOORS LLC MONKISH BREWING CO. LLC

**AGREED TO:** **AGREED TO:**  
Date: \_\_\_\_\_ Date: May 23, 2014  
By: \_\_\_\_\_ By: Jordan P. Ruggin  
Title: \_\_\_\_\_ Title: Director & Senior Counsel, DWA  
NEW BELGIUM BREWING COMPANY, INC. NOLET SPIRITS U.S.A.

**AGREED TO:** **AGREED TO:**  
Date: \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
PABST BREWING COMPANY PAULANER USA LLC

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**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

JESSE GARRETT

RACHEL PADILLA

**AGREED TO:**

**AGREED TO:**

Date: May 23 2014 Date: \_\_\_\_\_

By: [Signature] By: \_\_\_\_\_

Title: Secretary Title: \_\_\_\_\_

ANHEUSER-BUSCH, LLC

BACARDI U.S.A., INC.

**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

CONSTELLATION BRANDS,  
INC.

DIAGEO NORTH AMERICA, INC.

**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

HANGAR 24 CRAFT  
BREWERY, LLC

HEINEKEN USA INCORPORATED

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

JESSE GARRETT

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

RACHEL PADILLA

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ANHEUSER-BUSCH, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BACARDI U.S.A., INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONSTELLATION BRANDS,  
INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

DIAGEO NORTH AMERICA, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

HANGAR 24 CRAFT  
BREWERY, LLC

**AGREED TO:**

Date: May 27th 2014

By: [Signature]

Title: SVP, Chief Legal Officer

HEINEKEN USA INCORPORATED

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
JESSE GARRETT

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
RACHEL PADILLA

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
ANHEUSER-BUSCH, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
BACARDI U.S.A., INC.

**AGREED TO:**

Date: 5/28/14

By: W. A. Hackett

Title: Executive Vice President  
CONSTELLATION BRANDS,  
INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
DIAGEO NORTH AMERICA, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
HANGAR 24 CRAFT  
BREWERY, LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
HEINEKEN USA INCORPORATED

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BEAM INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

KOOCHENVAGNER'S BREWING CO.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MILLERCOORS LLC

**AGREED TO:**

Date: 5/28/14

By: Henry Nguyen

Title: [Signature]

MONKISH BREWING CO. LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NEW BELGIUM BREWING  
COMPANY, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOLET SPIRITS U.S.A.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PABST BREWING COMPANY

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PAULANER USA LLC

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contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

9.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby.

9.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

**10. RETENTION OF JURISDICTION**

10.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

**11. NO EFFECT ON OTHER SETTLEMENTS**

11.1. Nothing in this Consent Judgment shall preclude Plaintiffs from resolving any claim against another entity on terms that are different from those contained in this Consent Judgment.

**12. EXECUTION IN COUNTERPARTS**

12.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

**13. AUTHORIZATION**

13.1. The undersigned are authorized to stipulate to, enter into, and execute this Consent Judgment on behalf of their respective parties and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

**AGREED TO:**

**AGREED TO:**

Date: MAY 28, 2014

Date: \_\_\_\_\_

By: [Signature]

By: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

*SPEAKEASY  
ALES & LAGER*

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**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BEAM INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

KOOCHENVAGNER'S BREWING CO.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MILLERCOORS LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

MONKISH BREWING CO. LLC

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NEW BELGIUM BREWING  
COMPANY, INC.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOLET SPIRITS U.S.A.

**AGREED TO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PABST BREWING COMPANY

**AGREED TO:**

Date: 5/23/14

By: [Signature]

Title: CFO

PAULANER USA LLC

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**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ESSI CANNETT

**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

RACHEL PHILLIS

**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ANHEIM-BUSCH, LLC

**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

HUCHESSA, INC.

**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

CONSTELLATION BRANDS,  
INC.

**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

TRACED NORTH AMERICA, INC.

**AGREED TO:**

Date 5/27/14

By [Signature]

Title [Signature]

HANGAR 24 CRAFT  
BREWERY, LLC

**AGREED TO:**

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

HEINEKEN USA INCORPORATED