EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LEROY MCBRIDE on behalf of himself and those similarly situated, Plaintiff, v. ANHEUSER-BUSCH, LLC, Defendant.	**Case No.: 2:25-cv-02047-EP-JSA**

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the "Settlement Agreement," "Settlement," or "Agreement") is entered into between Plaintiff Leroy McBride ("Plaintiff"), individually and on behalf of the Settlement Class defined below, and Defendant Anheuser-Busch, LLC ("Defendant" or "Anheuser-Busch"), subject to the approval of the Court. Plaintiff and Defendant are referred to individually as a "Party" and together as the "Parties."

RECITALS

2. On February 18, 2025, Plaintiff filed his Class Action Complaint in the Superior Court of New Jersey alleging claims under the New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a, *et seq* ("NJWHL"), the New Jersey Wage Payment Law N.J.S.A. 34:11-4.1, *et seq.* ("NJWPL"), and unjust enrichment. On March 24, 2025, Defendant removed this action to the United States District Court for the District of New Jersey based on diversity jurisdiction and preemption under the Labor Management Relations Act. (ECF No. 1). On April 14, 2025, Defendant filed its Answer; that same day, Plaintiff filed his First Amended Class Action Complaint ("FAC") removing the NJWPL and unjust enrichment claims and alleging a single count for violation of the NJWHL. (ECF Nos. 9, 10). Defendant filed its Answer to the FAC on May 12, 2025. (ECF No. 12). Defendant filed an Amended Answer to the FAC on February 20, 2026. (ECF No. 30).

3. The Parties have engaged in extensive formal and informal discovery and a lengthy alternative dispute resolution ("ADR") process in this Litigation which included two mediation sessions. The first mediation session occurred on October 20, 2025, before Dennis Clifford, Esq., which did not result in a resolution. The second settlement session occurred on April 8, 2026, before Magistrate Judge Jessica S. Allen, which resulted in the Parties executing a Memorandum of Understanding.

4. To appropriately inform the ADR process, Defendant provided substantial informal and formal discovery prior to and during this process. Specifically, Plaintiff obtained relevant

policies and timekeeping and payroll data for the Settlement Class Members from Defendant, which Class Counsel reviewed and analyzed. This exchange of information allowed the Parties to assess the potential liability and possible damages for the asserted claims by the Settlement Class, and to engage in informed, good faith, arms-length settlement negotiations.

5. As a result of the ADR process described above and mediations the Parties have agreed fully and finally to resolve this Litigation on the terms and conditions described herein, subject to approval by the Court.

6. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) the facts developed during the Parties' formal and informal discovery period, and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded the terms of this Settlement are fair, reasonable, and adequate; and it is in the best interests of Plaintiff and the Settlement Class as defined below to settle their claims against Defendant and the Released Parties defined below as set forth herein.

7. Defendant denies the allegations in the Action. The fact the Parties agreed to settle, this Settlement Agreement, and all related documents are not and shall not be construed as an admission by Defendant or any of the Released Parties (as defined below) of any fault, liability, or wrongdoing, which Defendant expressly denies.

8. The Parties stipulate and agree, for settlement purposes *only*, that the requirements for establishing class certification pursuant to FED. R. CIV. P. 23 are met with respect to the Settlement Class. Should this Settlement not become Final, such stipulation to class certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. In the event this Settlement does not become Final, Defendant maintains all defenses it would otherwise have to class certification and to the merits.

9. In consideration of the foregoing good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Plaintiff's and the Settlement Class Members' claims as described herein and set forth in the Complaint against Defendant shall be settled, compromised, and dismissed, on the merits and with prejudice, and that the Settling Class Members' Released Claims shall be finally and fully compromised, settled, and dismissed as to Defendant and Released Parties, in the manner and upon the terms and conditions set forth below.

DEFINITIONS

10. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. "Action" or "Litigation" means *McBride v. Anheuser-Busch, LLC*, No.

2:25-cv-02047-EP-JSA (D.N.J.).

b. "Check Cashing Period" means the period of one-hundred eighty (180) days after settlement checks are initially issued by the Settlement Administrator to Eligible Class Members.

c. "Class Counsel" or "Plaintiff's Counsel" means Berger Montague PC and Warden Law LLC.

d. "Court" means the United States District Court for the District of New Jersey.

e. "Defendant" means Anheuser-Busch, LLC.

f. "Defendant's Counsel" means Jackson Lewis P.C.

g. "Eligible Class Member" or "Eligible Settlement Class Member" means Plaintiff and Settlement Class Members who do not exclude themselves from the Settlement during the Notice Period.

h. "Effective Date" means the first business day after the Court's Final Approval Order has been entered and the last of one of the following events has occurred:

i. if no appeal is filed, the date on which the time to appeal the Final Approval Order has expired (*i.e.*, thirty (30) days following the issuance of the Final Approval Order);

ii. if an appeal of the Final Approval Order has been timely filed or other judicial review has been taken or sought, the date that Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

iii. It is the intention of the Parties that the Settlement shall not become effective until the Court's Final Approval Order has become completely final and there is no timely recourse by an appellant or objector who seeks to contest the comprehensive settlement.

i. "Fees and Costs Payment" means the attorneys' fees and costs to be paid to Class Counsel for the services they rendered to Plaintiff and the Settlement Class Members in the Litigation, in the total amount not to exceed one-third (1/3) of the Gross Settlement Amount, plus out-of-pocket costs, all as approved by the Court and all to be paid from the Gross Settlement Amount.

j. "Final Approval" or "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

k. "Final Approval Hearing" means the hearing to be held by the Court to consider the final approval of the Settlement.

l. "Gross Settlement Amount" means the amount of Seven Hundred Thousand Dollars and Zero Cents ($700,000.00) plus any interest earned on the Gross Settlement Amount from and after the date such amount is deposited in the interest-bearing account referred to in Paragraph 21(b) below (at the rate applicable to such account).

m. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Ten Thousand Dollars ($10,000) to Plaintiff for his efforts in bringing and prosecuting this Litigation and his general release of claims in favor of Defendant and the Released Parties ("Service Award"); (ii) Class Counsel's attorneys' fees and out-of-pocket costs as awarded by the Court; and (iii) the costs of notice and administration of the settlement as invoiced by the Settlement Administrator, estimated to be $10,993.00, all as approved by the Court. All payments to Settlement Class Members shall be paid from the Net Settlement Amount.

n. "Notice Deadline" means the date forty-five (45) days after the Settlement Notices are initially sent by the Settlement Administrator as provided for in this Agreement. Except as otherwise provided in this Agreement, Settlement Class Members shall have until the Notice Deadline to object to or opt-out of the Settlement.

o. "Parties" means Plaintiff and Defendant.

p. "Plaintiff" means Leroy McBride.

q. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

r. "Qualified Settlement Fund" or "QSF" means an interest-bearing account maintained by the Settlement Administrator to effectuate the terms of the Agreement and the Orders of the Court, to be treated for federal income tax purposes pursuant to Treas. Reg. § 1.46B-1. Defendant shall deposit the Gross Settlement Amount into an interest-bearing Qualified Settlement Fund ("QSF") maintained by the Settlement Administrator within ten (10) business days of the Court's Order granting Preliminary Approval. All interest or other economic benefits derived from the QSF shall be included in the definition of the Gross Settlement Amount and shall not be used to provide benefits or income to any third parties.

s. "Released Parties" mean Anheuser-Busch, LLC. and each of its respective present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders, successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

t. "Release Period" means August 6, 2019 through March 11, 2026.

u. "Settlement Administrator" means Analytics Consulting, LLC, a third-party independent company chosen by the Parties following a bidding process who will be presented to the Court for its approval in the Preliminary Approval Order to perform the notice and administration responsibilities assigned to the Settlement Administrator in this Settlement Agreement.

v. "Settlement Award" means the payment that each Eligible Class Member is entitled to receive pursuant to the terms of this Agreement.

w. "Settlement Class" or "Settlement Class Member" means all hourly, non-exempt employees who worked at its Newark, New Jersey brewery between August 6, 2019 and March 11, 2026. Excluded from the Settlement Class are any individuals who were eligible for a Special Severance Payment and executed an associated Waiver of Claims for this Action as part of the Brewery closure process. As of April 8, 2026, Defendant has represented that eighty-seven (87) individuals should be excluded. Defendant has produced data showing there are approximately 429 members of the Settlement Class who worked a total of approximately 63,104 workweeks during the Settlement Class period, and Plaintiff relied on this number in negotiating this Settlement.

x. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the form as Exhibit A attached hereto or as approved by the Court.

y. "Workweeks" means the week(s) the Settlement Class Member worked for Defendant during the Relevant Time Period. Defendant's records shall be determinative for purposes of calculating the number of Workweeks.

RELEASES

11. **Named Plaintiff's Released Claims**. In exchange for the consideration set forth in this Settlement Agreement, and in addition to the Released Claims as applicable in Paragraph 12, upon the Final Approval Order, Named Plaintiff agrees to release and discharge Defendant and all other Released Parties finally, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Named Plaintiff had against the Released Parties that arose prior to April 8, 2026, including without limitation any claims arising under the FLSA and any claims that were or could have been asserted in the Action and Complaint, based on the facts alleged, for alleged unpaid wages, straight time compensation, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under applicable wage and hour laws, as well as any claims, whether in law or equity, known or unknown, against Released Parties relating to Plaintiff's employment (or alleged employment or joint employment) or termination of employment, including but not limited to claims arising under the Americans with Disabilities Act, National Labor Relations Act, Equal Pay Act, Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act and its state counterparts, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Act of 1866, 1871, and 1991, including Section 1981 of the Civil

Rights Act, the Family and Medical Leave Act, Coronavirus Aid, Relief, and Economic Security Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the New Jersey Family Leave Act, the New Jersey State Wage and Hour Law, the New Jersey State Wage Payment Law, the New Jersey State Wage Collection Law, the New Jersey Earned Sick Leave Law, the New Jersey Conscientious Employee Protection Act, the New Jersey Equal Pay Law, the New Jersey Occupational Safety and Health Law, the New Jersey Smoker's Right Law, the New Jersey Opportunity to Compete Act, the New Jersey Genetic Privacy Act, the New Jersey Fair Credit Reporting Act, the Jake Honig Compassionate Use Medical Cannabis Act, the New Jersey Statutory Provisions regarding Retaliation/Discrimination for filing a Workers' Compensation Claim, New Jersey laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection and Discrimination, the New York State Executive Law (including its Human Rights Law), the New York Equal Pay Law, the New York Non-Discrimination for Legal Activities Law, the New York Whistleblower Law, the New York Workers' Compensation Law, the New York Wage and Hour and Wage Payment Laws and Regulations, the New York Paid Sick Leave Law, the New York False Claims Act, the New York Criminal and Consumer Background Laws, the Non-Discrimination and Anti-Retaliation Provisions of the New York Workers' Compensation Law and the New York Disabilities Law, the New York Labor Law, the New York State Worker Adjustment and Retraining Notification Act, the New York Occupational Health and Safety Laws, the New York Fair Credit Reporting Act, the New York Constitution, the New York City Administrative Code and Charter (including its Human Rights Law), the New York City Earned Sick Time Act, the New York City Temporary Schedule Change Law, the New York City Human Rights Law, the New York City Civil Rights Law, and/or any other federal, state, or local law, statute, regulation, constitution, ordinance, and/or public policy, contract, or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written, or implied from any source), or any claim of unjust enrichment, intentional or negligent infliction of emotional distress.

Named Plaintiff acknowledges that he may have claims that are presently unknown based on actions that took place prior to April 8, 2026 and that the release of Plaintiff's Released Claims contained in this Settlement Agreement is intended to and will fully, finally, and forever discharge all claims against Defendant and the other Released Parties arising prior to April 8, 2026, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected their decision to enter this release. Named Plaintiff agrees that, although he may discover facts in addition to or different from those that are currently known or believed to be true with respect to Named Plaintiff's Released Claims, it is his intention to fully, finally, and forever settle and release any and all Named Plaintiff's Released Claims, without regard to the subsequent discovery or existence of such additional or different facts.

Provided, however, that nothing in this Agreement prohibits Named Plaintiff from (1) filing a claim or charge with a federal, state or local administrative agency, or (2) reporting, communicating directly with or providing information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to the Securities and Exchange Commission (the "SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB") or any other federal, state or local governmental agency or commission regarding possible legal violations, without disclosure to the Defendant, subject to the condition that once this Agreement becomes effective, Named Plaintiff may not receive a monetary award in connection with any such charge or complaint that is filed or is filed on Named Plaintiff's behalf with the NLRB, the EEOC, or state or local fair employment agency. Named Plaintiff further agrees and acknowledge that he has not made any claims or allegations related to sexual harassment or sexual abuse, and none of the payments to them as set forth in this Agreement are related to sexual harassment or sexual abuse.

12. **Eligible Settlement Class Members' Released Claims**. Upon the mailing of a Settlement Award by the Settlement Administrator, Plaintiff and all Eligible Settlement Class Members shall release and discharge all Released Parties, finally, forever and with prejudice, from any and all claims for straight time, overtime, premium pay, as well as any and all claims under the New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a, *et seq.*; New Jersey Wage Payment Law N.J.S.A. 34:11-4.1, *et seq.*; New Jersey Wage Collection Law N.J.S.A. 34:11-57, *et seq.*; New Jersey Administrative Code N.J.A.C. 12:56-1.1, *et seq.*; New Jersey Earned Sick Leave Law, N.J.S.A. 34:11D-1, *et seq.*; Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; and claims under Employee Retirement Income Security Act arising from the Settlement Award payments issued in this Settlement. This includes any and all claims that could have been asserted for straight time, overtime pay, premium or other pay under any theory including contract claims, equitable claims (e.g., unjust enrichment) or similar claims.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

13. The Parties agree to the following procedures for obtaining Preliminary and Final Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class Members of this Settlement:

a. **Request for Class Certification and Preliminary Approval Order**. Within fourteen (14) business days of executing this Agreement Plaintiff will file a Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to FED. R. CIV. P. 23 for the sole purpose of settlement; preliminarily approve the Settlement Agreement; approve the proposed Settlement Notice and find the proposed method of disseminating the Settlement Notices meets the requirements of due process and are the best notice practicable under the circumstances; set a date for Plaintiff's Motion for Final Approval of the Settlement and Plaintiff's Motion for Attorneys' Fees and Costs; and set a date for the Final Approval Hearing.

b. **CAFA Notice**. Within ten (10) days after Plaintiff files his Motion for Preliminary Approval of Settlement Agreement, Defendant shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement consistent with the requirements of 28 U.S.C. § 1715. Defendant shall bear the costs of issuing notice required under the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et. seq.* ("CAFA").

c. **Notice of Settlement**. The Settlement Administrator is responsible for preparing, printing, and mailing the Settlement Notices to Plaintiff and the Settlement Class.

d. Within five (5) business days after the day Plaintiff files his Motion for

Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator a Microsoft Excel file containing the names, last known addresses, last known telephone numbers (including cell phone numbers), last known email addresses, Social Security Numbers or Tax ID numbers, and all information necessary to calculate the Settlement Awards of each Settlement Class Member ("Class List"). The Class List shall also be provided to Class Counsel but shall include only the names and information necessary to calculate the Settlement Awards.

e. Within ten (10) business days after receipt of the Class List, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with estimated settlement award for each Settlement Class Member, assuming one hundred percent (100%) participation in the Settlement, and utilizing the procedure outlined in Paragraphs 24 and 25 below. When calculating the estimated settlement award, the Settlement Administrator shall create a holdback fund of Ten Thousand Dollars and Zero Cents ($10,000.00) to be used in the event of disputes or discrepancies that arise during the Notice Period (the "Reserve Fund"). Any amounts remaining from the Reserve Fund at the close of the Notice Period shall be put into the Net Settlement Fund prior to calculating final Settlement Award payments. Class Counsel and Defendant's Counsel shall review and approve (or otherwise raise any concerns with) the Settlement Administrator's calculation of the estimated settlement awards within five (5) business days of their receipt.

f. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will conduct a search of the U.S. Postal Service's National Change of Address database to locate updated addresses. The Settlement Administrator may also employ skip-tracing using the Settlement Class Member's Social Security Number for this purpose. The Settlement Administrator shall provide a copy of any updated addresses to Defendant. The Settlement Administrator shall also create a website that includes important documents and dates in the case.

g. **Initial Mailing**. Within five (5) business days of receiving approval of the Notice, the Settlement Administrator shall mail the Settlement Notice to the Settlement Class Members by U.S. First Class Mail and email (to the extent email addresses are available). The Settlement Administrator shall notify Class Counsel and Defendant's Counsel when the Settlement Notice has been mailed.

h. Any Notices returned as undeliverable shall, within three (3) business days, be skip-traced (using the person's social security number) to attempt to obtain a new address and shall be re-mailed by U.S. First Class Mail to any new addresses that are found. All costs related to skip-traces or secondary mailings shall be satisfied from the Gross Settlement Amount.

i. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If any Settlement Notice is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts to search for the correct address and shall promptly re-mail the Settlement Notice to any newly found addresses. In no circumstance shall such re-mailing extend the Notice Deadline. All costs related to any such re-mailings or efforts to locate an address shall be satisfied from the Gross Settlement Amount.

j. Defendant and Class Counsel will not discourage participation in this

Settlement Agreement or encourage objections or opt-outs.

14. **Objections**. The Settlement Notices shall provide that Settlement Class Members who wish to object to the Settlement must, on or before the Notice Deadline, mail to the Settlement Administrator a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Notices. Specifically, the objection must be signed personally by the objector, and must include the objector's name, address, telephone number, email address, the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Notices shall advise that objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. No Settlement Class Member shall be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the person's intention to appear at the Final Approval Hearing has been mailed to the Settlement Administrator on or before the Notice Deadline. The postmark date shall be the exclusive means for determining that an objection is timely. Persons who do not submit a timely objection in the manner specified above shall be deemed to have waived any objections to the Settlement's fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person acting on their behalf, shall seek to solicit or encourage anyone to object to the Settlement, or discourage participation in the Settlement. Settlement Class Members may withdraw an objection via written request prior to the Final Approval Hearing.

15. **Requests for Exclusion**. The Settlement Notice shall provide that Settlement Class Members who wish to exclude themselves from the Settlement ("opt-out") must mail or email to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Settlement Class Member's full name, address, telephone number, and email address (if applicable), and must be signed individually by the Settlement Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked or emailed by the Notice Deadline. Settlement Class Members may withdraw a request for exclusion via written request prior to the Final Approval Hearing.

16. **Reporting by Settlement Administrator**. On a weekly basis, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with an accounting of the number of Notices sent, returned as undeliverable and resent; the number of requests for exclusion or objections received; and any other pertinent information. The Settlement Administrator shall also provide counsel for the Parties promptly with copies of any requests for exclusion or objections received, including their postmark date. The Settlement Administrator shall work with Class Counsel to provide a declaration for filing with the Motion for Final Approval of Class Action Settlement.

17. **Defendant's Option to Withdraw From Settlement.** If, within fourteen (14) days after the close of the Notice Period, more than fifteen percent (15%) of the Settlement Class Members have timely submitted otherwise valid objections and/or requests for exclusion, Defendant may have the option to terminate the Settlement. No Party or counsel to any Party may solicit Settlement Class Members to opt-out of or object to the Settlement. If Defendant exercises its option to revoke the Settlement for this reason, it shall be responsible for all costs of administration incurred up to the date of such revocation.

18. **Increase in Workweeks.** In the event the Parties subsequently agree to extend the Settlement to cover more Workweeks than identified above, or if for any other reason the Parties agree the total number of Workweeks worked by Settlement Class Members during the settlement period increases by more than 10 percent (10%) of the Workweeks relied upon during mediation then, at its option, Defendant may elect to either (1) end the settlement period on the date on which the number of Workweeks does not increase by more than 10%; or (2) increase the Gross Settlement Amount by 1% for each 10% increase in the number of Workweeks covered by the Agreement.

19. **Final Approval Hearing**. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than fifteen (15) business days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

a. Granting final class certification of the Settlement Class FED. R. CIV. P. 23 for purposes of settlement only;

b. finding dissemination of the Settlement Notices was accomplished as directed and met the requirements of due process;

c. finally approving this Settlement as fair, reasonable and adequate;

d. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement; and

e. directing that the Litigation be dismissed with prejudice upon the Effective Date in full and final discharge of the Released Claims.

In no event shall a Final Approval Hearing be noticed until the expiration of one-hundred (100) days of the filing of the motion for Preliminary Approval to comply with CAFA requirements as set forth in Paragraph 13(b) above.

20. **Final Approval Order.** Once the Settlement Agreement is fully and finally approved, the Court shall enter a Final Approval Order dismissing the case with prejudice.

SETTLEMENT FUNDS AND AWARD CALCULATION

21. **Gross Settlement Amount and Payroll Taxes**.

a. **Settlement Award Calculation**. Within ten (10) calendar days after the Final Approval Order, the Settlement Administrator shall provide the Parties with the final settlement calculations pursuant to the formula set forth in Paragraph 25, below. Class Counsel shall approve the Settlement Administrator's calculation of final settlement shares within five (5) business days of their receipt.

b. **Deposit**. The Parties agree to the creation of an interest bearing QSF and that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. 26 CFR § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. Within thirty business days after the Court grants Preliminary

Approval, Defendant shall electronically transfer the Gross Settlement Amount to the Qualified Settlement Fund. Defendant shall electronically transfer all amounts associated with employer side payroll taxes within ten (10) business days of the Settlement Administrator finalizing, and the Parties approving, the Settlement Award payments. All interest or other economic benefits derived from the QSF shall be included in the definition of the Gross Settlement Amount and shall not be used to provide benefits or income to any third parties. The Settlement Administrator shall provide Defendant with all necessary documentation and wire transfer instructions for the QSF. Except for any costs associated with distribution of the Settlement Notice, the entire Gross Settlement Amount shall be refunded to Defendant if the Settlement does not obtain Final Approval or the Parties do not reach the Effective Date. The Parties and the Settlement Administrator shall elect to treat the Settlement Fund as coming into existence as a QSF on the earliest date set forth in 26 CFR § 1.468B-1(j)(2)(i), and that such election statement shall be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii).

With respect to the QSF, the Settlement Administrator shall: (i) calculate, withhold, remit, and report each Eligible Settlement Class Member's share of applicable payroll taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and any state or local employment taxes), and indemnify Defendant for any penalty arising out of any error or incorrect calculation of payroll taxes and/or interest with respect to any late deposit of the same; (ii) calculate and remit the employer's share of payroll taxes for each Eligible Settlement Class Member's payroll taxes; and (iii) satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF. The fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of the Settlement Administrator's duties and functions as described in this Agreement will be paid separately as described herein but from the Gross Settlement Amount. These tax services, fees, costs and expenses shall be treated as and included in the costs of administering the QSF. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the QSF. All interest or other economic benefits derived from the QSF shall be included in the definition of the Gross Settlement Amount and shall not be used to provide benefits or income to any third parties.

d. **Disbursement of Settlement Funds**. All disbursements to Plaintiff and Eligible Settlement Class Members shall be made by the Settlement Administrator within thirty (30) days or as soon as practicable after the Effective Date.

22. **Payments**. No amount of the Gross Settlement Amount, including any interest accrued thereon, shall revert to Defendant. No other payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or employer contributions, wage garnishments (including, but not limited to any child support lien law), or charity withholdings, shall be deducted from each Class Member's settlement amount and approval of this Agreement by the Court shall be deemed authority not to make any such deductions, withholdings or additional payments. It is expressly understood and agreed that the receipt of a settlement payment will not entitle any Class Member to additional compensation or benefits under any Defendant policy, plan, process, procedure, etc., including, but not limited to, paid-time-off policy, sick policy, company bonus, contest, pensions, 401(k) benefits, or any other compensation or benefit plan or agreement nor will it entitle any Class Member to an increased calculation of deferred compensation, benefit or other compensation plan. Subject to the Court's

Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award**. Subject to the Court's approval, Plaintiff shall receive a Ten Thousand Dollar ($10,000.00) Service Award in consideration for his efforts in bringing and prosecuting this Litigation and his broader release in favor of Defendant. An IRS Form 1099-MISC shall be issued for this payment. This payment shall be made as soon as reasonably practicable after the Effective Date and full funding of the Gross Settlement Amount, but no later than the date on which the Settlement Awards are mailed to Eligible Settlement Class Members.

b. **Fees and Costs Payment**. Subject to the Court's approval, Class Counsel shall receive attorneys' fees in the amount of up to one-third (1/3) of the Gross Settlement Amount, which will compensate Class Counsel for all work performed in the Litigation as of the date of this Settlement Agreement, as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Litigation. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of their out-of-pocket costs approved by the Court. These payments shall be made within three (3) business days after the Effective Date and full funding of the Gross Settlement Amount. The attorneys' fees and costs paid to Class Counsel pursuant to this Agreement shall constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney, or law firm for attorneys' fees or costs in this Litigation on behalf of Plaintiff and/or any Settlement Class Member. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the Fees and Cost Payment, following Class Counsel's transmittal of a W-9 and any other required documentation to process the payment. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Settlement Awards to Eligible Class Members**. Settlement Awards shall be made to Eligible Class Members as set forth below.

23. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement**. No person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS TO ELIGIBLE CLASS MEMBERS

24. **Settlement Award Eligibility**. All Eligible Class Members shall be paid a Settlement Award by check. The Settlement Administrator shall be responsible for determining eligibility for, and the amount of, the Settlement Awards to be paid to Eligible Class Members as follows:

25. **Settlement Awards**. All Eligible Class Members shall receive a Settlement Award calculated from the Net Settlement Amount as follows:

a. The amount of $50 per Eligible Settlement Class Member will be deducted from the Net Settlement Amount prior to the determination of *pro rata* individual settlement shares and allocated to each Eligible Settlement Class Member so that each Eligible Settlement Class Member receives at least $50 in exchange for their release in this Settlement Agreement.

b. In addition to the $50 payment set out in (a) above, the Eligible Settlement Class Members shall receive *a pro rata* portion of the remaining Net Settlement Amount (after the $50 base payment awards above are first deducted) as follows: for each Workweek during which the Eligible Settlement Class Member worked during the Relevant Time Period, the Settlement Class Member shall receive one (1) settlement share.

c. The total number of settlement shares for all Eligible Settlement Class Members will be added together and the resulting sum will be divided by the Net Settlement Amount. The value per share will then be multiplied by each Eligible Settlement Class Member's number of settlement shares (and added to the $50 payment) to determine the Settlement Class Member's Settlement Award payable from the Net Settlement Amount.

26. The Settlement Notice shall state the estimated minimum payment that each Settlement Class Member is expected to receive assuming full participation of all Settlement Class Members with no requests for exclusion.

27. The Settlement Awards of the Net Settlement Amount will be allocated as 60% non-wages (to be reported on IRS Form 1099-MISC) and 40% as wages (to be reported on IRS Form W-2). Defendant also agrees to separately fund the employer share of payroll taxes separately from the Gross Settlement Amount. The Settlement Administrator will issue IRS Form 1099-MISC and IRS Form W-2 to each Settlement Classe Member for these payments. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel within three (3) days of mailing.

28. Class Counsel and Defendant's Counsel do not intend for this Settlement Agreement to constitute legal advice relating to the tax liability of any Eligible Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not written or intended to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

29. The Settlement Administrator shall provide Defendant with copies of all tax reporting and filings made for the Settlement Fund, including copies of the checks and the IRS Forms 1099 issued to Settlement Class Members, and any other documentation to show that the tax reporting and filings were timely transmitted to the Settlement Class Members and the applicable taxing authorities.

30. The Settlement Administrator shall pay any additional tax liabilities (including penalties and interest) that arise from the establishment and administration of the Settlement Fund solely from the assets of the Settlement Fund without any recourse against Defendant for additional monies.

31. The Settlement Administrator shall provide Defendant and Class Counsel with copies of all signed, dated, and cashed settlement checks.

32. Settlement Class Members will be responsible for reporting such amounts on their tax returns and paying all applicable taxes on such amounts. Settlement Class Members agree to indemnify and hold Class Counsel, Defendant, Defendant's Counsel, and the Settlement Administrator harmless from any and all liability that may result from, or arise in connection with their failure to file and pay such taxes on any amounts received pursuant to this settlement. No Settlement Funds shall be disbursed from the Settlement Fund until the Effective Date, except for costs payable to the Settlement Administrator for dissemination of Settlement Notice pursuant to the Notice Plan.

33. In the event the settlement does not become effective and the Court does not enter the Final Approval Order, all Settlement Funds shall be immediately returned to Defendant, except that Defendant shall be responsible for any Notice costs incurred by the Settlement Administrator as of the date the Settlement does not become effective.

34. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance. The Settlement Administrator shall send a reminder letter via email and text message to those Eligible Class Members who have not yet cashed their settlement check after sixty (60) days. The Settlement Administrator may also use skip-tracing (using the person's social security number) for checks that are returned as undeliverable.

35. **Remaining Funds**. Any amounts from uncashed settlement checks after the 180-day period will be redistributed *pro rata* to Settlement Class Members who cashed their first check, if practicable in light of the amount of uncashed funds remaining and the costs of a second distribution. If a second distribution is not practicable, then the remaining amounts from uncashed settlement checks will be paid to Legal Services of New Jersey, *cy pres* recipient selected by the Parties and approved by the Court.

36. **Cooperation**. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Agreement. The Parties will require the Settlement Administrator to indemnify and hold harmless the Parties for and against any claims or liabilities resulting from errors or omissions in its administration of the QSF.

37. **Implementation of Agreement**. The Parties represent and acknowledge that each intends to implement the Settlement Agreement. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps to accomplish all required events on the schedule set by the Court in this Action, and shall use their best efforts to implement all terms and conditions of the Settlement Agreement.

MISCELLANEOUS

38. **Execution of Agreement**. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the Release, and Plaintiff's signing of this Settlement Agreement, when approved by the Court and such approval has become final, fully effectuates the above releases on

behalf of all Eligible Settlement Class Members. The checks issued to all Eligible Settlement Class Members shall also have appropriate agreed-upon release language on the back of each check as well as the statement: "This check cannot be negotiated without a signature."

39. **Enforcement Dispute.** In the event there is a dispute concerning the enforcement of the terms of this Settlement Agreement, the Parties agree to confer in good faith in an attempt to resolve any such dispute before initiating any subsequent enforcement action.

40. **Representation.** The Parties acknowledge that they have been represented by competent, experienced counsel throughout all arms-length negotiations which preceded the execution of this Settlement Agreement and that this Settlement Agreement is made with advice of counsel who have jointly prepared this Settlement Agreement.

41. **No Retaliation**. Defendant will not take any adverse action against any Settlement Class Member on the grounds that they are eligible to participate or do participate in the Settlement.

42. **No Admission of Liability**. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Released Parties of any fault or liability or wrongdoing.

43. **Public Comment.** Class Counsel shall not make any affirmative statement regarding this Action on their websites, and shall remove any prior affirmative statements regarding this Action from their websites. However, nothing about this paragraph shall restrict Class Counsel from citing to or referencing the settlement in filings, as necessary, including for purposes of seeking approval of the Settlement. Nothing in this provision will affect the ability of Class Counsel to carry out their duties consistent with and as required by any other provision in the Settlement Agreement or by the Court or affect Class Counsel's attorney-client communications with Plaintiff.

44. **Defendant's Legal Fees**. Defendant's legal fees and expenses in this Litigation shall be borne by Defendant.

45. **Nullification of the Settlement Agreement**. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the issues that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then any Party may void this Agreement. At that point, the Parties agree that each shall return to their respective positions as existed on the day before this Agreement was executed, and this Agreement shall not be used in evidence or argument in any other aspect in the Litigation.

46. **Inadmissibility of Settlement Agreement**. Except for purposes of settling this Litigation, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be

construed as, offered or admitted in evidence as, received as, or deemed to be evidence in this or any other proceeding, for any purpose adverse to any of the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

47. **Computation of Time**. For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by FED. R. CIV. P. 6(a)(6)) such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

48. **Amendment or Modification**. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest, and any material amendment or modification must be approved by the Court.

49. **Entire Agreement**. This Agreement with exhibits hereto constitutes the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement other than those contained and memorialized in this Agreement. All prior or contemporaneous negotiations, memoranda, agreements (with the exception of the Confidentiality Stipulation filed in this matter), understandings, and representations, whether written or oral are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that it has not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement.

50. **Authorization**. The signatories to this Agreement warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken to effectuate its terms.

51. **Binding on Successors and Assigns**. This Agreement shall be binding upon, and inure to the benefit of the Parties, the Eligible Class Members, and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant, and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

52. **Counterparts**. This Agreement may be executed in one or more counterparts, including by email and electronic signature (*e.g.*, DocuSign). All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement and photocopies thereof (including copies transmitted by email or other electronic means) shall have the same force and effect as the original and shall be as legally binding and enforceable as the original.

53. **Severability**. Should any provision of this Agreement be declared wholly or partially illegal, invalid, or unenforceable, the offending provision shall be stricken, and all remaining provisions shall remain in full force and effect and shall be unaffected by such declaration.

54. **Governing Law**. This Settlement Agreement shall be governed by New Jersey law.

55. **Jurisdiction of the Court**. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties, Eligible Class Members, and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:

Signed by:
3FFC9FFFFE1F416...
LEROY MCBRIDE

Date: May 28, 2026

APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

DocuSigned by:
A864231B873340E...
Alexandra K. Piazza
Michael J. Anderson
BERGER MONTAGUE PC

Date: May 29, 2026

Signed by:
C1836F69385D4D7...
Ryan Warden
WARDEN LAW LLC

Date: May 29, , 2026

DEFENDANT:

ANHEUSER-BUSCH, LLC

Date: June 1, 2026

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

James M. McDonnell
Kurt J. Ferdenzi
JACKSON LEWIS P.C.

Date: June 3, 2026

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LEROY MCBRIDE on behalf of himself and those similarly situated, Plaintiff, v. ANHEUSER-BUSCH, LLC, Defendant.	**Case No.: 2:25-cv-02047-EP-JSA**

NOTICE OF CLASS ACTION SETTLEMENT

TO: NAME Website:
ADDRESS
ADDRESS

The Court authorized this Notice of Class Action Settlement.
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

1. Why Should You Read This Notice?

You received this Notice because the records of Defendant Anheuser-Busch, LLC ("Anheuser-Busch" or "Defendant"), indicate that you are a Settlement Class Member as you are a current or former hourly, non-exempt employees who worked at Defendant's Newark, New Jersey brewery (the "Brewery") between August 6, 2019 and March 11, 2026 ("Settlement Class" or "Settlement Class Members[1]").

This Notice of Class Action Settlement ("Notice") explains your right to share in the monetary proceeds of this Settlement, exclude yourself ("opt-out") of the Settlement, or object to the Settlement. On [DATE], 2026, the United States District Court for the District of New Jersey granted preliminary approval of the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [DATE] at [TIME], before Magistrate Judge Jessica S. Allen in Courtroom [INSERT] at [INSERT].

[1] Excluded from the Settlement Class are any individuals who were eligible for a Special Severance Payment and executed an associated Waiver of Claims for this Action as part of the Brewery closure process.

2. What is the Lawsuit About?

On February 18, 2025, Plaintiff initiated this proposed class action, which alleges that Defendant willfully violated the New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56a, *et seq.* ("NJWHL") by failing to compensate its hourly, non-exempt employees who worked at its Newark, New Jersey Brewery between August 6, 2019 and March 11, 2026 for all hours worked, including overtime. Specifically, Plaintiff alleged that Defendant should have paid Plaintiff and the Class Members for the time they spent walking from the clock-in station to their workstations before their shift start time and for the time walking back to the clock-in station following the conclusion of their shift. Defendant denies the allegations made by Plaintiff in the Action and denies that it is liable to or owes damages to Plaintiff or the Settlement Class Members with respect to the alleged facts or causes of action asserted in the Action.

The Parties have engaged in extensive formal and informal discovery and a lengthy alternative dispute resolution ("ADR") process in this Litigation which included two mediation sessions. The first mediation session occurred on October 20, 2025, before Dennis Clifford, Esq., which did not result in a resolution. The second settlement session occurred on April 8, 2026 before Magistrate Judge Jessica S. Allen, which resulted in this Settlement.

The Court did not decide in favor of the Plaintiff or Defendant. Instead, both sides agreed to this settlement.

3. What are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Defendant agreed to pay $700,000.00 ("Gross Settlement Amount"), to settle the claims asserted in the Lawsuit.

Subject to Court approval, deductions from the Gross Settlement Amount will be made for: (a) Class Counsel's attorneys' fees in an amount of one-third (1/3) of the Gross Settlement Amount; (b) reimbursement of Class Counsel's out-of-pocket costs incurred in prosecuting this Action; (c) the Settlement Administrator's fees and costs of not more than $10,993.00; and (d) a service award in the amount of $10,000.00 to Plaintiff McBride for his time and services on behalf of the Class Members and broader release in favor of Defendant. After subtracting the above amounts, the balance of the funds (the "Net Settlement Amount") will be distributed by the Settlement Administrator to the Settlement Class Members who do not opt out of the settlement (the "Eligible Settlement Class Members").

Your Settlement Award will be calculated based on the payroll data that will be supplied by Defendant to the Settlement Administrator pursuant to the Settlement Agreement, and you do not have to submit a Claim Form or take any other action in order to receive your Settlement Payment. You will automatically receive a Settlement Payment unless you decide to opt out of the settlement.

Following final approval of the Settlement by the Court, Settlement Awards will be distributed as settlement checks to Eligible Settlement Class Members, who will then have 180 days in which to deposit or cash their checks. If at the conclusion of that check cashing period, there are any monies remaining as a result of uncashed settlement checks attributable to the Settlement Class, those funds will be redistributed *pro rata* to the Settlement Class Members who cashed their first check, if practicable in light of the amount of uncashed funds remaining and the costs of a second distribution. If a second distribution is not practicable, then the remaining amounts from uncashed settlement checks will be distributed to the *cy pres* recipient, Legal Services of New Jersey, subject to approval by the Court.

4. How much money will I recover under the settlement?

Settlement Class Members' individual settlement payments are determined as follows:

- Every Settlement Class Member who does not exclude themselves from the Settlement ("Eligible Class Member") will receive a base payment of $50.

- In addition to the $50 payment set out above, the Eligible Settlement Class Members shall receive *a pro rata* portion of the remaining Net Settlement Amount (after the $50 base payment awards above are first deducted) as follows: for each Workweek during which the Settlement Class Member worked during the Relevant Time Period, the Settlement Class Member shall receive one (1) settlement share.

- The total number of settlement shares for all Eligible Settlement Class Members will be added together and the resulting sum will be divided by the Net Settlement Amount. The value per share will then be multiplied by each Eligible Settlement Class Member's number of settlement shares (and added to the $50 payment) to determine the Settlement Class Member's Settlement Award payable from the Net Settlement Amount.

According to Defendant's data, [***insert name***]'s settlement payment is estimated to be approximately **$[__]**. Your actual amount will be calculated based on the number of individuals who do not opt out of the settlement and may exceed this amount.

The Settlement Awards of the Net Settlement Amount will be allocated as 60% non-wages (to be reported on IRS Form 1099-MISC) and 40% as wages (to be reported on IRS Form W-2). Defendant will separately pay the employer's share of payroll taxes. It is your own responsibility to determine the amount of taxes that you will owe on your settlement payment.

No other payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or employer contributions, wage garnishments (including, but not limited to any child support lien law), or charity withholdings, shall be deducted from each Class Member's settlement amount and approval of the Agreement by the Court shall be deemed authority not to make any such deductions, withholdings or additional payments. The receipt of a settlement payment will not entitle any Class Member to additional compensation or benefits under any Defendant policy, plan, process, procedure, etc., including, but not limited to, paid-time-off policy, sick policy, company bonus, contest, pensions, 401(k) benefits, or any other compensation or benefit plan or agreement nor will it entitle any Class Member to an increased calculation of deferred compensation, benefit or other compensation plan.

Please remember that the above settlement payments will be made ***only if*** the Court approves the Settlement as fair and reasonable.

5. How can I receive a settlement payment?

If the Court approves the Settlement, you will automatically be entitled to receive a Settlement payment.

If your address at the top of this Notice is not correct, please complete this information online at: ____________.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award check from the Settlement Administrator. If you fail to keep your address current, you may not receive your Settlement Award.

6. What claims am I releasing in the settlement?

If you do not exclude yourself from the settlement by following the procedures in Section 7, you will release and discharge all Released Parties, finally, forever and with prejudice, from any and all claims for straight time, overtime, premium pay, as well as any and all claims under the New Jersey Wage and Hour Law, New Jersey Wage Payment Law, New Jersey Wage Collection Law, and/or New Jersey Administrative Code, Fair Labor Standards Act, New Jersey Earned Sick Leave Law, and claims under the Employee Retirement Income Security Act arising from the Settlement Award payments issued in this Settlement, from August 6, 2019 through March 11, 2026.

7. What Are My Rights?

- **Do Nothing**: If you do nothing and the Court grants final approval to the Settlement, you will automatically receive a Settlement Award. You will release your claims as provided for in Section 6 above.

- **Opt-Out**: If you do not wish to be bound by the class action release above, you must mail or email to the Settlement Administrator a written statement indicating that you do not wish to participate or be bound by the Settlement. The written request for exclusion must contain your full name, address, telephone number, email address, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [ADDRESS], or by email at [INSERT], postmarked or received (if email is used) by [INSERT]. If you opt-out and the Settlement is approved, your claims, if any, in the Lawsuit will be dismissed without prejudice and will not be further pursued through the Lawsuit, which will otherwise be dismissed with prejudice. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon**.

- **Object**: If you wish to object to the Settlement, you must mail a written statement to the Settlement Administrator objecting to the Settlement. The objection must be signed personally by you, and must include your name, address, telephone number, email address, and the factual and legal grounds for your objection. Any objection must be sent by mail to the Settlement Administrator at [ADDRESS], or by email at [INSERT], postmarked or received (if email is used) by [DATE]. If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the Parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. No Settlement Class Member shall be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the person's intention to appear at the Final Approval Hearing has been mailed to the Settlement Administrator on or before [DATE]. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date shall be the exclusive means for determining that an objection is timely.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class Members?

Plaintiff along with the Settlement Class Members are represented by the following attorneys:

Alexandra K. Piazza
BERGER MONTAGUE PC
8241 La Mesa Blvd, Suite A
La Mesa, CA 91942
Tel: (215) 875-3063
apiazza@bergermontague.com

Ryan Warden
WARDEN LAW LLC
923 Haddonfield Road, Suite 300
Cherry Hill, NJ 08002
Tel: (856) 324-8266
ryan.warden@wardenlawyers.com

Michael J. Anderson
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215) 875-3033
manderson@bergermontague.com

You do not need to hire your own lawyer. Counsel has been appointed to represent the class. However, you are welcome to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance with the Court.

9. How is Class Counsel being paid?

Class Counsel will be paid their attorneys' fees and costs from the Gross Settlement Amount. You do not have to pay the attorneys who represent the Settlement Class Members. The Settlement Agreement provides that Class Counsel will receive attorneys' fees in the amount of one-third (1/3) of the Gross Settlement Amount, plus reimbursement of their out-of-pocket costs incurred to prosecute this Action. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court, which the Court will consider at the Final Approval Hearing.

10. When is the Final Approval Hearing?

The Judge will hold a final approval hearing to decide whether to approve the settlement. You are not required or expected to attend that hearing to receive your Settlement Award, but you are welcome to attend.

During the final approval hearing, the Court will consider whether the payments to the Settlement Class Members are fair and reasonable and should be approved. The Court will also consider the fairness and reasonableness of the requested attorneys' fees, out-of-pocket expenses, and Service Awards. In making this decision, the Court will consider any written objections to the settlement and will hear from any individuals (or their legal representatives) who wish to be heard and who file written objections in the timeframe required as set forth in Section 7 above.

The hearing will take place on __ at __ in Courtroom __ of the United States District Court for the District of New Jersey located at [ADDRESS]. The Court may change the hearing date/time without further notice.

11. How do I obtain more information?

If you need more information or have any questions, you may contact the Settlement Administrator using the information below or any of Class Counsel listed above.

[INSERT SETTLEMENT ADMIN CONTACT INFO]

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator or Class Counsel, and publicly accessible and on file with the Court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT.