

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

Website: www.NJBreweryWageSettlement.com

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

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 Members¹”).

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 June 22, 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 October 15, 2026, at 11:00 a.m., before Magistrate Judge Jessica S. Allen in Courtroom 2B at the United States District Court for the District of New Jersey, Martin Luther King Building & US Courthouse, 50 Walnut Street, Newark, NJ 07102.

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:
www.NJBreweryWageSettlement.com

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 McBride v Anheuser-Busch, LLC, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, or by email at NJBreweryWageSettlement@noticeadministrator.com, postmarked or received (if email is used) by **September 10, 2026**. 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 McBride v Anheuser-Busch, LLC, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, or by email at NJBreweryWageSettlement@noticeadministrator.com, postmarked or received (if email is used) by **September 10, 2026**. 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 **September 10, 2026**. 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 **October 15, 2026** at 11:00 a.m. in Courtroom 2B of the United States District Court for the District of New Jersey located at Martin Luther King Building & US Courthouse, 50 Walnut Street, Newark, NJ 07102. 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.

McBride v Anheuser-Busch, LLC
c/o Analytics Consulting LLC
PO Box 2002
Chanhassen, MN 55317-2002
Phone: 877-919-5472

Email: NJBreweryWageSettlement@noticeadministrator.com

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.**