

## **If You Purchased Lime-A-Rita® or other Ritas™ Branded Drinks, You May Be Eligible to Receive a Partial Refund from a Class Action Settlement.**

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit filed against Defendant Anheuser-Busch, LLC (“Anheuser-Busch” or “Defendant”) regarding Ritas™ Brand Products for alleged violations of false advertising laws for allegedly implying that that Ritas™ Brand Products contain certain distilled spirits (such as tequila) and/or wine when they do not. The Defendant denies all allegations and has settled this lawsuit to avoid further litigation. The Court has not decided who is right.
- If you are a person who purchased for personal consumption, and not for resale, any Ritas™ Brand Product in the U.S., from January 1, 2018, through July 19, 2022 then you are a “Settlement Class Member”.
- Settlement Class Members can submit a Claim Form to receive a cash Settlement Payment for Ritas™ Brand Products purchased for personal consumption, and not for resale based on the size or unit type purchased.
  - **Claims without Proof of Purchase:** You may seek a refund up to a maximum of **\$9.75** per Household without Proof of Purchase; or
  - **Claims with Proof of Purchase:** You may seek a refund up to a maximum of **\$21.25** per Household with Proof of Purchase.
- You are an Injunctive Relief Class Member if you purchased for personal consumption, and not for resale, any Ritas™ Brand Product in the U.S., from January 1, 2018, through 60 days following the Effective Date, which is the date the Final Approval Order becomes final and non-appealable (typically 30 days after the entry of judgment unless an appeal is taken). Injunctive relief means Anheuser-Busch will make certain changes to its marketing and advertising practices with respect to the Ritas™ Brand Products.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

<b>YOUR RIGHTS AND CHOICES</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	The only way to get a cash Settlement Payment is to submit a Claim Form with and/or without Proof of Purchase.	<b>December 16, 2022</b>
<b>Exclude Yourself (Opt Out)</b>	Get no cash Settlement Payment but keep any right to file your own lawsuit against Defendant about the legal claims in this case. You cannot opt out of your status as an Injunctive Relief Class Member.	<b>November 11, 2022</b>
<b>Object</b>	Tell the Court why you do not like the Settlement. If the Settlement is approved, you will still be bound by the Settlement, and you may still file a Claim Form for a cash Settlement Payment.	<b>November 11, 2022</b>
<b>Attend A Hearing</b>	Ask to speak in Court about why you do not support the Settlement or any of its provisions.	File Notice of Appearance by: <b>November 11, 2022</b>
<b>Do Nothing</b>	Get no cash Settlement Payment. Give up some legal rights.	

**Questions? Visit [www.RitasSettlement.com](http://www.RitasSettlement.com) or Call 1-888-905-0657**

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Settlement Payments will be sent if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

A federal court authorized this Notice regarding the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for benefits, and how to get benefits. For the precise terms of the Settlement, please review the Settlement Agreement, at [www.RitasSettlement.com](http://www.RitasSettlement.com).

The Honorable Stephen R. Bough of the United States District Court for the Western District of Missouri is overseeing this class action. The lawsuit is known as *Browning, et al., v. Anheuser-Busch, LLC*, Case No. 20-cv-00889-SRB (the “Action”). The people who filed this lawsuit are called the Plaintiffs, and the company they sued, Anheuser-Busch, LLC is called the Defendant or Anheuser-Busch.

### 2. What is this class action lawsuit about?

The lawsuit alleges violations of false advertising laws for alleged implications that Ritas™ Brand Products contain certain distilled spirits (such as tequila) and/or wine when they do not. The Defendant denies all allegations. The Court has not decided who is right.

### 3. What is a class action?

In a class action lawsuit, one or more persons or entities called class representatives sue on behalf of other persons and entities that have similar claims. The people and entities together are a “Settlement Class” or “Settlement Class Members” and/or an “Injunctive Relief Class.” One court resolves the issues for everyone in the Settlement Class and Injunctive Relief Class. An individual who may be a member of the Settlement Class may exclude themselves (opt out) of the Settlement Class and they will no longer be a member of the Settlement Class. No member of the Injunctive Relief Class may exclude themselves (opt out) from the Injunctive Relief Class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendant. Instead, both sides agreed to a Settlement. By agreeing to settle, both sides avoid the cost and risk of a trial. The Plaintiffs and Class Counsel believe the Settlement is best for the Settlement Class and Injunctive Relief Class, and represents a fair, reasonable, and adequate resolution of the lawsuit.

The Defendant denies the claims in the lawsuit and all allegations of wrongdoing, fault, liability or damage to the Plaintiffs, the Settlement Class, and the Injunctive Relief Class. The Defendant nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and has taken this into account in agreeing to this Settlement.

## WHO IS IN THE SETTLEMENT

### 5. Am I part of the Settlement?

**Settlement Class:** You are a Settlement Class Member if you are a person who purchased for personal consumption, and not for resale, any Ritas™ Brand Product in the U.S., from January 1, 2018, through July 19, 2022.

Excluded from the Settlement Class are the Honorable Stephen R. Bough, the Honorable Kenneth M. Karas, the Honorable Stanley Blumenfeld, Jr., the Honorable Howard Sachs, counsel to the Parties

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(and their respective law firms), Mediator Jack T. Bangert, and their employees, legal representatives, heirs, successors, assigns, or any member of their immediate family; any government entity; Anheuser-Busch, any entity in which Anheuser-Busch has a controlling interest, any of Anheuser-Busch’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; and any Persons who timely opt out of the Settlement Class.

**Injunctive Relief Class:** You are an Injunctive Relief Class Member if you purchased for personal consumption, and not for resale, any Ritas™ Brand Product in the U.S., from January 1, 2018, through 60 days following the Effective Date, which is the date the Final Approval Order becomes final and non-appealable (typically 30 days after the entry of judgment unless an appeal is taken).

Excluded from the Injunctive Relief Class are the Honorable Stephen R. Bough, the Honorable Kenneth M. Karas, counsel to the Parties (and their respective law firms), Mediator Jack T. Bangert, and their employees, legal representatives, heirs, successors, assigns, or any member of their immediate family; any government entity; Anheuser-Busch, any entity in which Anheuser-Busch has a controlling interest, any of Anheuser-Busch’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family.

If you are unsure whether you are included, you can call or email the Settlement Administrator at 1-888-905-0657 or info@ritassettlement.com.

**6. Which Ritas™ Brand Products are included in the Settlement?**

For purposes of the Settlement, Ritas™ Brand Products or Products means any packaged (bottles or cans, including single-serve) Ritas™ brand Margarita, Spritz, or Fizz Product, or any variety pack containing any of the foregoing products. Ritas™ Brand Products that are already in compliance with the labeling and packaging changes as detailed in the Settlement Agreement ¶ 84 are excluded.

For the complete list of Ritas™ Brand Products included in the Settlement, please visit the Settlement Website at [www.RitasSettlement.com](http://www.RitasSettlement.com).

**THE SETTLEMENT BENEFITS – WHAT YOU GET**

**7. What does the Settlement provide to Settlement Class Members?**

**Cash Settlement Payment:** If you are a Settlement Class Member, you can submit a Claim Form to receive a cash Settlement Payment refund for Ritas™ Brand Products you purchased for personal consumption, based on the following size or unit type purchased:

12 oz. bottles or cans	8 oz. cans
▪ Four pack.....\$0.15	▪ Twelve pack.....\$0.30
▪ Six pack.....\$0.25	▪ Twenty-four pack.....\$0.60
▪ Twelve pack.....\$0.45	25 oz. cans
▪ Twenty-four pack.....\$0.85	▪ Single.....\$0.10
16 oz. cans	▪ Two pack.....\$0.15
▪ Four pack.....\$0.20	22 oz. bottle
▪ Six pack.....\$0.30	▪ Single.....\$0.10
Any Unlisted Package Configuration.....\$0.50	

- **Claims without Proof of Purchase:** You may seek a refund up to a maximum of **\$9.75** per Household without Proof of Purchase; or

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- **Claims with Proof of Purchase:** You may seek a refund up to a maximum of **\$21.25** per Household with Proof of Purchase.
- If you have Proof of Purchase for some or all of the Products purchased from January 1, 2018, through July 19, 2022, you may file a Claim *with* Proof of Purchase or a Claim *without* Proof of Purchase, not both.

**Proof of Purchase** means a receipt, copies of receipts, paid invoice, or other legitimate proof showing payment for any of the Ritas™ Brand Products for personal consumption, and not for resale.

**Household** means any number of Persons cohabitating and related by blood, marriage, or civil union, in the same dwelling unit or physical address.

Settlement Class Members living in the same Household who each submit a Claim Form will only be able to receive a collective maximum payment of \$9.75 (*without* proof of purchase) or \$21.25 (*with* proof of purchase) per Household, and the total amount paid will be paid to the first submitted valid, timely Claim in the Household.

## 8. What does the Settlement provide to Injunctive Relief Class Members?

Anheuser-Busch has also agreed to make changes for the benefit of the Injunctive Relief Class Members. Not later than six (6) months from the Effective Date, which is the date the Final Approval Order becomes final and non-appealable (typically 30 days after the entry of judgment unless an appeal is taken), Anheuser-Busch will make the following changes to its business practices as to Ritas™ Brand Products manufactured and sold in the United States by Anheuser-Busch:

- The phrase “Malt Beverage” will be included on the Ritas™ Brand Products;
- The phrase “Malt Beverage” will be included on the vertical panels (i.e., front, back, and sides) of all consumer facing packages of the Ritas™ Brand Products;
- The phrase “Does not contain distilled spirits” will be included on the individual product page of the Ritas™ Brand Products’ website; and
- The font type face and size, position, color, and setoff of the disclosures will be updated to sufficiently inform a reasonable consumer of the source of alcohol in the Ritas™ Brand Products while not unduly impairing Anheuser-Busch’s marketing.

These business practice changes as to the Ritas™ Brand Products will be maintained by Anheuser-Busch for at least five (5) years from the Effective Date, which is the date the Final Approval Order becomes final and non-appealable (typically 30 days after the entry of judgment unless an appeal is taken), subject to all necessary regulatory approvals by appropriate governing agencies.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 9. How can I get my cash Settlement Payment?

If you are a Settlement Class Member, you must submit a Claim Form to qualify for a cash Settlement Payment. You can file your Claim at [www.RitasSettlement.com](http://www.RitasSettlement.com). You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-888-905-0657. The Claim Form must be submitted online by **December 16, 2022**, or by mail at the address below, **postmarked by December 16, 2022**.

Browning v. Anheuser-Busch Settlement  
 PO Box 5176  
 Portland, OR 97208-5176

**Questions? Visit [www.RitasSettlement.com](http://www.RitasSettlement.com) or Call 1-888-905-0657**

Upon receiving a completed Claim Form, the Settlement Administrator will review your claim and any documentation and confirm or deny your eligibility for a cash Settlement Payment.

**10. When will I receive my cash Settlement Payment?**

The Court will hold a hearing on **December 2, 2022**, at 9:30 a.m. (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time. If you file a valid Claim Form, you will not receive a cash Settlement Payment until any appeals are resolved. Please be patient.

**11. What am I giving up to receive these Settlement benefits?**

Unless you exclude yourself (“opt out”) from the Settlement Class by submitting a Request for Exclusion from the Settlement Class by the deadline, you will remain in the Settlement Class, and that means you cannot sue, continue to sue or be part of any other lawsuit against Anheuser-Busch and the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called Released Claims. It also means that all of the Court’s orders will apply to you and legally bind you. You cannot exclude yourself from the Injunctive Relief Class.

**12. What are the Released Claims?**

The Settlement Agreement in Section X describes the Releases, in necessary legal terminology, so please read that section carefully. The Settlement Agreement is available at [www.RitasSettlement.com](http://www.RitasSettlement.com) or in the public Court records on file in this lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 13 for free, or you can talk to your own lawyer at your own expense.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have lawyers in this case?**

The Court appointed the law firms of Faruqi & Faruqi, LLP and Dollar, Burns, Becker, & Hersheve, L.C. as “Class Counsel” to represent Settlement Class Members and Injunctive Relief Class Members. Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Settlement Class Members and Injunctive Relief Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense. You may contact Class Counsel if you have any questions about this Notice or the Settlement.

<b>FARUQI &amp; FARUQI, LLP</b> 1617 John. F. Kennedy Blvd., Suite 1550 Philadelphia, PA 19103 Telephone: (215) 277-5770	<b>DOLLAR, BURNS, BECKER, &amp; HERSHEWE L.C.</b> 1100 Main Street, Suite 2600 Kansas City, MO 64105 Telephone: (816) 876-2600
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**14. How will the lawyers be paid?**

Separate from the cash Settlement Payments to be paid to Settlement Class Members, Class Counsel may submit a request to the Court for attorneys’ fees, costs, and expenses up to \$2.1 million. Anheuser-Busch has the right to oppose this request and the Court may award less than this amount. Class Counsel may also submit a request to the Court for Class Representative Service Awards up to \$2,500 to be paid to each Class Representative for their time and effort in pursuing this Action and

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Settlement. Class Counsel’s Motion for Attorneys’ Fees, Costs, and Expenses will be available at [www.RitasSettlement.com](http://www.RitasSettlement.com) once it has been filed.

## **YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do *not* want a cash Settlement Payment from the Settlement and you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called “excluding yourself”—or is sometimes referred to as “opting out”. You may not exclude yourself (opt out) of the Injunctive Relief Class.

### **15. How do I exclude myself from the Settlement Class?**

To exclude yourself from the Settlement Class, you must submit a valid and timely Request for Exclusion that includes the following:

- Your name;
- Your current address;
- Your telephone number;
- Your signature and date of signature; and
- A statement that you want to be excluded from the Settlement Class in *Browning, et al., v. Anheuser-Busch, LLC*, Case No. 20-cv-00889-SRB.

Your Request for Exclusion must be mailed via U.S. Mail, **postmarked by November 11, 2022**, to:

Browning v. Anheuser-Busch Settlement  
Request for Exclusion  
PO Box 5176  
Portland, OR 97208-5176

If you do not follow these procedures and deadlines, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement Class. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

No Injunctive Relief Class Members may opt out or request exclusion of the injunctive relief agreed to in the Settlement Agreement.

### **16. If I exclude myself, can I get anything from the Settlement?**

If you exclude yourself from the Settlement Class, you are telling the Court you do not want to be part of the Settlement Class. As such, if you exclude yourself, you will not get a Settlement Payment. You can only get a Settlement Payment if you stay in the Settlement. You cannot exclude yourself from the Injunctive Relief Class.

## **YOUR RIGHTS – OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

### **17. How do I object to the Settlement?**

If you are a Settlement Class Member and/or an Injunctive Relief Class Member, you can object to the Settlement if you do not think it is fair. The Court will consider your views. However, you cannot ask the Court for a different Settlement; the Court can only approve or reject the Settlement. If the

**Questions? Visit [www.RitasSettlement.com](http://www.RitasSettlement.com) or Call 1-888-905-0657**

Court denies approval of the Settlement, no cash Settlement Payments will be sent out, no Injunctive Relief will be available, and the lawsuit may continue.

To object, you must file a written Objection, which includes the following information:

- A title that identifies the document as an “Objection to Class Settlement in *Browning, et al., v. Anheuser-Busch, LLC* Case No. 20-cv-00889-SRB”;
- Your name, address, email address (if available), and telephone number. If you have hired a lawyer, you must also provide this information for your lawyer;
- A statement of whether you or your lawyer plan to appear at the Final Approval Hearing;
- A statement of whether your Objection applies only to you, to a specific subset of the Settlement Class or Injunctive Relief Class, or the entire Settlement Class or Injunctive Relief Class;
- A clear and concise statement of your Objection, including all bases and legal grounds for the Objection;
- Documents showing that you are a Settlement Class Member or Injunctive Relief Class Member (i.e. Proof of Purchase or a verification under penalty of perjury as to your purchase of Ritas™ Brand Products during the Class Period of January 1, 2018, through July 19, 2022);
- A list of any other Objections submitted by you, or your lawyer, to any class actions in any state or federal court in the United States in the previous five (5) years (or affirmatively stating that no such prior Objection has been made); and
- Your signature, in addition to the signature of your lawyer, if any.

Your Objection must be submitted to the Court by (1) filing it in person at any location of the United States District Court for the Western District of Missouri or via the ECF electronic filing system with the Court or (2) by mailing it via U.S. Mail to the Court **postmarked** by **November 11, 2022**, to the following address:

Clerk of Court  
United States District Court  
Western District of Missouri – Western Division  
Charles Evans Whittaker U.S. Courthouse  
400 E. 9<sup>th</sup> St.  
Kansas City, MO 64106

If you file a timely Objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your Objection.

Settlement Class Members who submit a valid and timely Request for Exclusion may only object to the Injunctive Relief component of the Settlement.

### **18. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

## **YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING**

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

**Questions? Visit [www.RitasSettlement.com](http://www.RitasSettlement.com) or Call 1-888-905-0657**

## 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **December 2, 2022, at 9:30 a.m.**, in courtroom 7B at the Charles Evans Whittaker U.S. Courthouse, 400 E. 9th St., Kansas City, MO 64106. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class and Injunctive Relief Class; to consider Class Counsel's request for attorneys' fees, costs and expenses; and to consider the request for Class Representative Service Awards. If there are Objections, the Court will consider them.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at [www.RitasSettlement.com](http://www.RitasSettlement.com). You should check the Settlement Website to confirm that the date and/or time have not changed. For instructions on accessing the hearing remotely visit the Settlement Website.

## 20. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an Objection, you do not have to attend the hearing to talk about your Objection. If you submitted your Objection by the deadline, the Court will consider it. You may also pay your own lawyer to attend the hearing on your behalf, but it is not required.

## 21. May I speak at the Final Approval Hearing?

You or your lawyer may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and **postmarked by November 11, 2022**.

## YOUR RIGHTS – DO NOTHING

### 22. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will be part of the Settlement Class but you will not get a cash Settlement Payment. Unless you request to exclude yourself from the Settlement, you will not be permitted to continue to assert claims about the issues in this case or subject to the Release in any other lawsuit against the Defendant ever again. If you are an Injunctive Relief Class Member, you will remain in the Injunctive Relief Class regardless of whether you do anything as part of the Settlement.

## GETTING MORE INFORMATION

### 23. Are there more details about the Settlement?

This Notice summarizes the Settlement. More details are available in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.RitasSettlement.com](http://www.RitasSettlement.com), or by contacting Class Counsel.

### 24. How do I get more information?

You can call toll-free 1-888-905-0657, write to Browning v. Anheuser-Busch Settlement, PO Box 5176, Portland, OR 97208-5176; or go to [www.RitasSettlement.com](http://www.RitasSettlement.com), where you will find answers to common questions about the Settlement, a Claim Form, the Settlement Agreement, motions for

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approval of the Settlement and Class Counsel's request for attorneys' fees, costs, and expenses (once it is filed), and other important documents in the case. You may also contact Class Counsel (see contact information in Question 13).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE TO  
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**