

**JOINT STIPULATION OF FLSA AND CLASS ACTION SETTLEMENT
AND RELEASE**

1. Subject to approval by the United States District Court for the Middle District of Pennsylvania, Hon. Christopher C. Conner, U.S. Chief District Judge, presiding (“the Court”) in the civil action entitled *Jason Swiger, et al. v. Utz Quality Foods, Inc.*, Case No. 1:15-cv-02196 (the “Action” or “the Litigation”), this FLSA and Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and between FLSA Representative Plaintiffs Jason Swiger and Julio Cruz (“FLSA Class Representatives”) and Rule 23 Representative Plaintiffs Julio Cruz, Julia Williams, Tom Holt, and Nicholas DeRose (“Rule 23 Class Representatives”), on behalf of themselves and on behalf of the Classes they respectively represent, as defined herein, and Defendant Utz Quality Foods, Inc. (“Utz” or “Defendant”).

DEFINITIONS

2. The Class Representatives, the Class Members, and Defendant are collectively referred to as “the Parties.”

3. “Plaintiffs’ Counsel” or “Class Counsel” are Anthony J. Lazzaro and Chastity L. Christy of The Lazzaro Law Firm, LLC and Hans A. Nilges and Shannon M. Draher of Nilges Draher LLC. “Defendant’s Counsel” are Richard J. Reibstein, Brian P. Downey, Christopher J. Moran, Lee E. Tankle, and Kali T. Wellington-James of Pepper Hamilton LLP.

4. The “FLSA Class Representatives” are Jason Swiger and Julio Cruz.

5. The “Rule 23 Class Representatives” are Julio Cruz on behalf of Pennsylvania Rule 23 Class Members; Julia Williams on behalf of Maryland Rule 23 Class Members; Tom Holt on behalf North Carolina Rule 23 Class Members, and Nicholas DeRose of behalf of New Jersey Rule 23 Class Members.

6. The “Discovery Class Representatives” are those persons who had their depositions taken, and include Jamie Wallet, Steve Consentine, Anthony Biondino, Charles Shakal, Julia Williams, and Jeremy Weaver.

7. The “Class Representatives” means FLSA Class Representatives, Rule 23 Class Representatives, and Discovery Class Representatives collectively.

8. “Existing Opt-In Party Plaintiffs” are the approximately 474 persons who have already submitted Consent Forms and have joined the Action, and who are current and former Route Sales Professionals (“RSPs”) employed by Utz Quality Foods, Inc. between September 20, 2012 and September 30, 2016 (a list of the names of all such persons is attached hereto as Exhibit A).

9. “Eligible FLSA Settlement Participants” are the approximately 588 persons who have not already joined the case, who are from states other than Maryland, North Carolina, Pennsylvania, and/or New Jersey, and who are current and former RSPs employed by Utz Quality Foods, Inc. between March 1, 2014 and September 30, 2016 (a list of the names of all such persons is attached hereto as Exhibit A).

10. The Rule 23 Class Members from Maryland are the approximately 140 persons who have not already joined this Action and who are current and former RSPs employed by Utz Quality Foods, Inc. between March 1, 2014 and September 30, 2016 (a list of the names of all such persons is attached hereto as Exhibit A).

11. The Rule 23 Class Members from North Carolina are the approximately 177 persons who have not already joined this Action and who are current and former RSPs employed by Utz Quality Foods, Inc. March 1, 2014 and September 30, 2016 (a list of the names of all such persons is attached hereto as Exhibit A).

12. The Rule 23 Class Members from Pennsylvania are the approximately 451 persons who have not already joined this Action and who are current and former RSPs employed by Utz Quality Foods, Inc. between March 1, 2014 and September 30, 2016 (a list of the names of all such persons is attached hereto as Exhibit A).

13. The Rule 23 Class Members from New Jersey are the approximately 49 persons who have not already joined this Action and who are current and former RSPs employed by Utz Quality Foods, Inc. between March 1, 2014 and September 30, 2016 (a list of the names of all such persons is attached hereto as Exhibit A).

14. The “FLSA Class” means the FLSA Class Representatives, the approximately 474 Existing Opt-In Party Plaintiffs, and the Eligible FLSA

Settlement Participants (a list of names of all such persons is attached hereto as Exhibit A).

15. The “Rule 23 Classes” means the Rule 23 Class Representatives and the Rule 23 Class Members from Maryland, North Carolina, Pennsylvania, and/or New Jersey (a list of names of all such persons is attached hereto as Exhibit A).

16. The “Classes” or “Plaintiffs” or “Class Members” are the approximately 1,879 persons who are collectively comprised of Class Representatives, the FLSA Class, and the Rule 23 Classes.

17. The “Calculation Period” for the FLSA Representative Plaintiffs and Existing Opt-In Party Plaintiffs shall mean the period between September 20, 2012 and September 30, 2016, and the “Calculation Period” for the Eligible FLSA Settlement Participants and Rule 23 Class Members in Maryland, North Carolina, Pennsylvania, and New Jersey shall mean the period between March 1, 2014 and September 30, 2016.

FACTUAL AND PROCEDURAL BACKGROUND

18. On September 15, 2015, Brian Jurden filed this Action as a collective action under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201-219. On September 22, 2015, the Complaint was amended to include Representative Plaintiffs Jason Swiger and Julio Cruz as named Plaintiffs. On October 29, 2015, by stipulation of the Parties, the Complaint was amended to dismiss Brian Jurden. Jason Swiger and Julio Cruz remain Representative Plaintiffs.

19. On November 17, 2015, the action was transferred to the United States District Court for the Middle District of Pennsylvania and docketed at Case No. 1:15-cv-2196.

20. Plaintiffs seek leave to amend the Complaint to add Rule 23 Class Action claims alleging violation of wage and hour laws in Maryland, North Carolina, Pennsylvania, and New Jersey and to add Julia Williams, Tom Holt, and Nicholas DeRose as named Parties and Rule 23 Class Representatives.

21. Between December 2015 and January 2017, the Parties engaged in comprehensive discovery regarding the Plaintiffs’ claims and the Defendant’s defenses to such claims.

22. In February and March 2017, the Parties engaged in mediation that began at a formal mediation in New York City on February 7, 2017, with the assistance of Mediator Michael D. Young of JAMS. The mediation extended several weeks thereafter under the Mediator's auspices, which led to a proposed settlement of the Action on the terms set forth in the accompanying Settlement Agreement.

23. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Claims for the Release Period.

24. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release of the Released Claims, which release includes in its effect all present and former parent companies, subsidiaries, related entities, officers, directors, employees, agents, representatives, attorneys, insurers, affiliates, successors, and assigns of Defendant.

25. Class Counsel has conducted a thorough investigation into the facts of the Litigation and has diligently pursued an investigation of the Plaintiffs' claims against Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant is fair, reasonable, adequate, and is in the best interest of the Plaintiffs and Class Members, in light of all known facts and circumstances, including the risks of significant delay and defenses asserted by Defendant.

26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain final approval of this Settlement Agreement, to effectuate all aspects of this Settlement Agreement, and to dismiss the Litigation with prejudice upon final approval. Specifically, the Parties will file with the Court on or about March 31, 2017 a Joint Motion for Final Approval of FLSA Settlement and Joint Motion for Preliminary Approval of Class Action Settlement. Provided the Court grants final approval of the FLSA Settlement, the Parties agree to send a Notice of Settlement of Lawsuit and Consent and Release Form to Members of the FLSA Class regarding the settlement as provided herein. Provided the Court grants preliminary approval of the Class Action Settlement, the Parties agree to send a Rule 23 Class Notice to the Members of the Rule 23 Class regarding the settlement as provided herein.

27. The total payment under this Settlement Agreement, including but not limited to all payments to Class Members, the Class Representatives, the Discovery Class Representatives, a Claims Administrator to be selected by Class

Counsel, Class Counsels' attorneys' fees and costs, and Service Awards to Class Representatives, in recognition of their respective services in this Action and in exchange for their execution of a general mutual Settlement and Release Agreement, is Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Settlement Payment").

CERTIFICATION OF CLASSES FOR SETTLEMENT PURPOSES ONLY

28. The Parties agree and consent to the certification of the FLSA Class and the Rule 23 Classes for settlement purposes only and, in the case of Defendant, without prejudice. Any certification pursuant to this paragraph shall not constitute in this or any other proceeding an admission by Defendant of any kind or a determination that certification of a class or classes for trial purposes is appropriate or proper. In the event the Court does not grant final approval of the Settlement Agreement, the certification of the Classes shall not constitute evidence or a binding determination that the requirements for certification of a class or classes or a collective or collective actions for trial purposes in this or any other action are satisfied, and Defendant expressly reserves all rights to challenge certification of a class or classes or collective or collective actions for trial purposes in this or any other action on all available grounds as if no Classes had been certified in this action.

SETTLEMENT APPROVAL PROCEDURE

29. This Agreement will become final and effective upon occurrence of all of the following events:

- a) Execution of this Settlement Agreement, and of the General Settlement and Release Agreements, attached as Exhibit B, by the Class Representatives, Class Counsel, Defendant, and Defendant's Counsel.
- b) Submission to the Court of a Joint Motion for Final Approval of FLSA Settlement and Joint Motion for Preliminary Approval of Class Action Settlement.
- c) Entry of Orders by the Court, proposed by the Parties and attached as Exhibits C and E, granting final approval of the FLSA Settlement and preliminary approval of the Rule 23

Settlement respectively, and approving the forms, content, and method of distribution of the proposed notices to Class Members, attached as Exhibits D and F, of the pendency of these FLSA and/or Class Actions, the proposed settlement, and the date of the Fairness Hearing for the Class Action Settlement.

- d) Distribution of the FLSA Class Notice and Rule 23 Class Notice in the form and manner approved by the Court.
- e) Filing with the Court, prior to the Fairness Hearing, of a Declaration verifying that the Class Notice was distributed to the Class Members in the form and manner approved by the Court.
- f) Convening of the Fairness Hearing.
- g) Entry of a Final Order and Judgment Entry by the Court, granting final approval of the Class Action Settlement, approving the proposed distributions, and dismissing this Action with prejudice.
- h) Occurrence of the “Effective Date,” which is defined as the date on which the Court’s Final Order and Judgment Entry, granting final approval of the Class Action, approving the proposed distributions, releasing claims of the Class Representatives and all Class Members, and dismissing this Action with prejudice is no longer appealable (that being the thirty-first day after service of notice of entry of judgment or, if an appeal has been filed, the date on which the Parties have received actual notice that the Class Action Settlement has received final approval after the completion of the appellate process).
- i) The Court retaining jurisdiction over this Action for the purpose of enforcing the terms of the Settlement Agreement.

SETTLEMENT PAYMENTS AND CALCULATION OF INDIVIDUAL PAYMENTS

30. In consideration of the mutual covenants and promises set forth herein, the Parties agree, subject to the Court's approval, as follows:

- a) Defendant will issue the Settlement Payment directly to a Claims Administrator designated by Class Counsel in one installment equaling Two Million Five Hundred Thousand Dollars (\$2,500,000.00) no later than the Effective Date (31 days after approval).
- b) The Settlement Payment, after deduction of the Service Awards to the Class Representatives in the amount of Thirty-Three Thousand Eight Hundred and Fifty Dollars (\$33,850.00), attorneys' fees in the amount of Eight Hundred Thirty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty-Three Cents (\$833,333.33), which is one-third (1/3) of the Settlement Amount, and expense reimbursements to Class Counsel (to be determined prior to the Fairness Hearing) shall be divided into "Individual Payments," described below, for which the Class Representatives and Class Members shall be eligible. The Individual Payments shall be calculated proportionally on each Class Member's alleged overtime damages resulting from Defendant's alleged failure to pay overtime compensation during the Calculation Period applicable to Class Members.
- c) The Individual Payments shall be agreed to by Class Counsel and counsel for Defendant, and a proposed Estimated Schedule of Individual Payments shall be submitted to the Court for approval prior to the Fairness Hearing.
- d) One half of the Individual Payments to Class Members will be treated as payment for wages, and the other half as payment for liquidated damages. Defendant will issue to Class Members an IRS Form W-2 for all amounts paid as wages under this Settlement, and will issue an IRS Form 1099 for all amounts paid as liquidated damages under this Settlement. Defendant will provide to the Administrator the W-4 information provided

by each Class Member no later than the Effective Date (31 days after approval), and the Administrator shall determine the proper tax withholding amounts on the W-2 payments in accordance with each Class Member's previously elected wage withholding instructions, Defendant is responsible for payment of the employer's share of payroll taxes on the wage payments, as required by law. Class Members agree to pay all taxes, if any, which may be deemed owing on any 1099 payments under this Settlement.

NOTICE TO THE SETTLEMENT CLASSES

31. Within five (5) business days after the entry of an order granting final approval of the FLSA Settlement and entry of an order granting preliminary approval of the Class Action Settlement, and approving the proposed forms and method of distribution of the FLSA Class Notice and Rule 23 Class Notice, Defendant will provide to Class Counsel an Excel spreadsheet containing the names and last known addresses and email addresses of all Class Members, according to records maintained by Defendant. Defendant agrees to provide this spreadsheet in a format reasonably acceptable to Class Counsel.

32. The FLSA Class Notice and Rule 23 Class Notice, in the forms proposed by the parties and approved by the Court, shall be sent by Class Counsel to the Class Members by first class mail within fourteen (14) days after the entry of an order granting final approval of the FLSA Settlement and entry of an order granting preliminary approval of the Class Action Settlement.

OPT-IN, OPT-OUT, OBJECTION AND OVERTIME ELECTION PROCESS

33. In order to receive a payment under this Settlement, FLSA Class Members must opt into the FLSA Settlement by properly signing and returning the Consent and Release Form, attached as Exhibit D, to Class Counsel by the deadline established by the Court. The Consent and Release Form must be signed electronically (eSigned) via PDF, postmarked, faxed, or emailed to Class Counsel within forty-five (45) days of the mailing date, or by any other deadline established by the Court.

34. Upon receipt of executed Consent and Release Form from Eligible Settlement Participants, Class Counsel will file them with the Court. Within seven

(7) business days after the FLSA Class consent period is completed, all of the Eligible Opt-In Party Plaintiffs' Consent and Release Forms received during the consent period must be filed with the Court.

35. In the event an Eligible Settlement Participant(s) eSigns, postmarks, faxes or emails his/her Consent and Release Form after the 45-day consent period, Class Counsel will notify Defendant's counsel within three (3) business days. Defendant will decide, in its sole discretion and within three (3) business days of receiving notice from Class Counsel, whether to allow the late Eligible Settlement Participant(s) to become an Opt-In Party Plaintiff and participate in the Settlement. If Defendant decides to allow the late Eligible Settlement Participant to become an Opt-In Party Plaintiff and participate in the Settlement, Class Counsel shall immediately file his/her Consent and Release form with the Court, causing him/her to be bound by the Settlement and his/her claims to thereby be dismissed with prejudice. Class Counsel will inform the Settlement Administrator, who will mail the appropriate Settlement Payments directly to the Opt-In Party Plaintiff(s) within fourteen (14) days after his/her Consent and Release Form is filed with the Court.

36. Rule 23 Class Members may opt-out of the Class Action Settlement by mailing a request for exclusion to Class Counsel within forty-five (45) days of the mailing date, or by any other deadline established by the Court. Persons who are eligible to and do submit valid and timely requests for exclusion will not participate in the settlement, will not receive any settlement payment, and will not be bound by the terms of the Settlement Agreement, if it is approved, or by the Final Order and Judgment Entry in this Action.

37. Rule 23 Class Members may make and file objections to the Class Action Settlement by submitting to the Court and serving on counsel for Plaintiffs and Defendant his or her objections to this Settlement Agreement within forty-five (45) days of the mailing date, or by any other deadline established by the Court. Objections must be in writing, and must include a description of the basis of the objection. The objection must set forth the full name, current address, and telephone number of the Class Member. Any Class Member who does not file and serve timely written objections to the settlement shall not be permitted to present his or her objections to the settlement at the Final Approval Hearing and shall be foreclosed from seeking review of the settlement by appeal or otherwise, unless the objector, for good cause, shall seek and obtain from the Court, prior to the Fairness Hearing, an order extending his/her time for the filing and service of the individual's objections. Provided that the Final Order is consistent with the terms and conditions of this Settlement Agreement without material modification, the

Class Representatives, Class Members who did not timely submit an objection to the Settlement, Class Counsel, and Defendant hereby waive any and all rights to appeal from the Final Order, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Final Order therefore will become final and nonappealable at the time it is entered. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If, after a notice of appeal or a petition for writ of certiorari, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Order such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Order is not fully affirmed on review by a higher court, the Class Representatives through Class Counsel and Defendant through its counsel will each have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes Final. Notwithstanding a reviewing court's vacatur, reversal, or modification of the Final Order, Defendant's obligation to make payments under this Settlement Agreement remains limited by the maximum Settlement Payment.

SCHEDULE OF DISTRIBUTIONS

38. The Installment Date shall be five (5) business days after the District Court's final approval orders for all Classes have become final and non-appealable (31 days after such final approval).

39. On the Installment Date, the Settlement Administrator will mail the Individual Payments to the Class Representatives and the Class Members, according to the Individual Payment Process described below. If any Individual Payment checks are returned as undeliverable to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to locate the Class Members and redeliver the checks. Any checks that become lost or void during the six (6) month period after each distribution will be reissued to any Class Member upon request and without charge to the Class Member. Upon the expiration of eight (8) months after the Effective Date, the amount representing Individual Payments to Rule 23 Class Members that have not been cashed or were unable to be delivered shall be considered unclaimed funds by the and will be distributed to United Service Organizations. Any Individual Payments to Eligible Settlement Participants who do not execute and return Consent and Release Forms will be

retained by Defendant and/or delivered to Defendant by the Settlement Administrator.

40. On the Installment Date, the Administrator will mail to the Class Representatives the Service Awards approved by the Court in recognition of their service as follows: (1) FLSA Class Representatives shall each receive Fifteen Thousand Dollars (\$15,000.00); (2) Rule 23 Class Representatives shall each receive Five Hundred Dollars (\$500.00); (3) Discovery Class Representatives Jamie Wallet and Steven Cosentine shall each receive Five Hundred Dollars (\$500.00); and (4) Discovery Class Representatives Anthony Biondino, Charles Shakal, and Jeremy Weaver shall each receive Four Hundred Fifty Dollars (\$450.00). Defendant will issue a Form 1099-Misc. to each of the Class Representatives with respect to their Service Awards.

41. On the Installment Date, the Administrator will distribute attorneys' fees to Class Counsel in the total amount of Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833,333.33), divided in two (2) checks as follows: (1) One check to The Lazzaro Law Firm in the amount of Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$416,666.66); and (2) One check to Nilges Draher, LLC in the amount of Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$416,666.67). Additionally, on the Installment Date, the Administrator will distribute reimbursement of litigation expenses to both The Lazzaro Law Firm, LLC and Nilges Draher, LLC in the amounts submitted to the Court and approved in the Court's Final Order and Judgment Entry, sums which will be deducted from, and will not be in addition to, the total Settlement Payment. Defendant will issue a Form 1099-Misc. to each The Lazzaro Law Firm, LLC and Nilges Draher, LLC to with respect to the attorneys' fees and expenses payable separately to each firm.

INDIVIDUAL PAYMENT PROCESS

42. All Individual Payments shall remain negotiable for a 90-day period after the date of the initial distribution. The face of each check sent to Class Members shall clearly state that the check must be cashed within ninety (90) days of its date of issuance. Individual Payments that have not been cashed within this time frame will become non-negotiable and void. For all Individual Payments that remain unpaid after the 90-day void period, the Settlement Administrator will perform searches to obtain an updated address and phone number and will attempt to contact the Class Member at the updated address and telephone number, if one is

available. If the Settlement Administrator is able to contact the Class Member, an Individual Payment with a 90-day void period (from the date the updated address and phone number search begins) will be reissued to the Class Member's current address.

43. Whenever the Settlement Administrator obtains a new address, the Settlement Administrator shall re-mail the Individual Payment using the most current address information then available. Additional mailings shall terminate when the efforts required by this Settlement Agreement to find correct addresses have been exhausted, or upon the expiration of eight months after the Effective Date.

44. At monthly intervals, the Settlement Administrator shall provide to Class Counsel and Counsel for Defendant a spreadsheet listing the names, addresses as originally provided, and most current contact information for all individuals whose Individual Payments have not been cashed.

45. The Parties shall endeavor in good faith to honor each and all of the dates specified above; such dates are not intended as fixed deadlines.

RELEASES AND RELEASED CLAIMS

46. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Representatives, all Rule 23 Class Members who did not submit timely and effective requests for exclusion, all Existing Opt-In Party Plaintiffs, and all Eligible FLSA Settlement Participants who executed and returned Consent and Release Forms fully release and discharge Defendant and all present and former parent companies, subsidiaries, related entities, shareholders, officers, directors, employees, agents, affiliates, representatives, attorneys, insurers, successors, and assigns, from any and all Released Claims as hereafter defined. The "Released Claims" shall consist of all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action, including, but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, statutory damages or penalties, interest, attorneys' fees, and expenses, pursuant to the Fair Labor Standards Act and any and all applicable state wage-and-hour, wage payment, and wage laws through the Release Period.

47. The front and/or back of each Individual Payment check will contain the following or similar statement: "By cashing or endorsing check, Payee releases

Utz from all wage claims,” which the Parties agree adequately summarizes the released claims. Class members must sign the check in the space following the legend on the back; provided, however, that the release of claims set forth on the check shall still be enforceable if any Class member cashes or otherwise endorses or negotiates a check without a signature or endorsement.

48. The payments made under this Settlement Agreement will not create any credit or otherwise affect the calculation of benefits provided under any benefit or compensation plan or program provided by Defendant (such as 401(k), pension, bonus, severance, or deferred compensation plans), and no payment made pursuant to this Settlement Agreement will be compensation for purposes of such plans/programs, require any contribution or award under such plans/programs, or otherwise require or modify coverage, contributions, or benefits under such plans/programs, and the persons receiving such payments will be deemed to have waived all such benefit or compensation plan or program claims, whether known or unknown by them, as part of their releases of claims under this Settlement Agreement.

49. The payment of attorneys’ fees and expenses to Class Counsel in paragraph 41 includes all of the attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing Court approval of the Settlement, and obtaining a dismissal of the Action. In consideration of these attorneys’ fees and expenses, Class Counsel waives any and all claims to any further attorneys’ fees and expenses in connection with the Action. If any Class Member chooses to be represented by his or her own lawyer in this Action, they must hire one at their own expense. The Parties agree that no other firms performed work on the case, or assumed responsibility for representation of Representative Plaintiff and the Class. The Parties further agree that no other firms will be proposed as Class Counsel, or share in the recovery of attorneys’ fees provided in paragraph 41.

50. The “Released Period” for each of the FLSA Class Representatives and each of the FLSA Class Members shall mean the period between the date each such person first began their employment with Utz and the date the District Court enters final approval of the FLSA Settlement.

51. The “Released Period” for each of the Rule 23 Class Representatives and each of the Rule 23 Class Members shall mean the period between the date each such person first began their employment with Utz and the date the District Court enters final approval of the Class Action Settlement.

DUTIES OF THE PARTIES BEFORE COURT APPROVAL

52. The Parties shall promptly commence the following steps to seek court approval of this Settlement Agreement and the entry of a Final Order and Judgment Entry thereon:

- a) The Parties will submit to the Court a Joint Motion for Final Approval of FLSA Settlement and Joint Motion for Preliminary Approval of Class Action Settlement. The motion will include requests for Court's approval of reasonable attorneys' fees and expense reimbursements to Class Counsel and the Service Awards to the Class Representatives in recognition of their service in this Action. Defendant will not oppose the motion and those requests, provided that the motion and requests are consistent with the terms and conditions of this Settlement Agreement.
- b) The Parties' motion will be accompanied by a proposed order granting leave to file a Third Amended Complaint, final approval of the FLSA Settlement and approving the forms, content, and method of distribution of the FLSA Notice of Settlement of Lawsuit and Consent and Release Form ("FLSA Final Approval Order"), and preliminary approval of the Class Action Settlement, and approving the forms, content, and method of distribution of the Rule 23 Class Notice, and scheduling the date of the Fairness Hearing ("Preliminary Approval Order").
- c) In the event the FLSA Final Approval Order is entered, the Parties will cause the FLSA Class Notice of Settlement of Lawsuit and Consent and Release Form to be distributed to the FLSA Class members in the manner described above and approved by the Court.
- d) In the event that the Preliminary Approval Order is entered, the Parties will cause the Rule 23 Class Notice to be distributed to the Rule 23 Class Members in the manner described above and approved by the Court.

- e) Prior to the Fairness Hearing, Class Counsel will file with the Court a Declaration verifying that the Class Notice was distributed to the Rule 23 Class Members in the manner described above and approved by the Court.
- f) Prior to the Fairness Hearing, the Parties will submit to the Court for approval the proposed Estimated Schedule of Individual Payments.
- g) Prior to the Fairness Hearing, the Parties will submit to the Court a proposed Final Order and Judgment Entry granting final approval of the Class Action Settlement, approving the proposed distributions, releasing claims of the Rule 23 Class Representatives and all Rule 23 Class Members, and dismissing this Action with prejudice.

VOIDING THE SETTLEMENT AGREEMENT

53. If the Court does not approve this Settlement Agreement on the basis of the amount of the Settlement Payment, the entire Settlement Agreement will be void and unenforceable and the litigation will proceed forward.

54. If the Court does not approve the Settlement Agreement for any other reason, the Parties will use their best efforts to amend the Settlement and seek Court Approval in a manner that removes any objection that has caused the Court to not approve the Settlement Agreement. If the Parties are unable to agree upon amendments that receive Court Approval, the entire Settlement Agreement will be void and unenforceable and the litigation will proceed forward.

55. The Parties agree not to encourage Class Members to opt out of the settlement.

56. Defendant may withdraw from and void the Class Action Settlement if Twenty percent (20%) or more of the Rule 23 Class Members from any state opt out of the settlement by submitting timely and valid requests for exclusion. Defendant must exercise this option by providing written notice to Class Counsel and to the Court within seven (7) days after the deadline established by the Court for Rule 23 Class Members to mail requests for exclusion to Class Counsel.

57. To the extent this Settlement Agreement is determined to be void by the Court, or the Effective Date does not occur for any reason, or Defendant exercises its limited right to withdraw from and void this Settlement Agreement pursuant to paragraph 56, Defendant does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted by the Class Representatives in the Action upon all procedural and substantive grounds, including without limitation the ability to challenge class action treatment on any grounds and to assert any and all other potential defenses or privileges. The Class Representatives and Class Counsel agree that Defendant retains and reserves these rights, and they agree not to take a position to the contrary. Specifically, the Class Representatives and Class Counsel agree that, if the Action were to proceed, they will not argue or present any argument, and hereby waive any argument that, based on the settlement or this Settlement Agreement or any exhibit and attachment hereto, or any act performed or document executed pursuant to or in furtherance of the settlement or this Settlement Agreement, Defendant should be barred from contesting class or collective action certification, or from asserting any and all other potential defenses and privileges. This Settlement Agreement shall not be deemed an admission by, or ground for estoppel against, Defendant that collective or class action treatment pursuant to the FLSA, Federal Rule of Civil Procedure 23, or on any other basis is proper or cannot be contested on any other grounds. However, the Parties expressly agree that the statute of limitations is tolled from the date of this Settlement Agreement up to and including the date the Settlement Agreement is determined void by the Court, or the Effective Date does not occur for any reason, or Defendant exercises its limited right to withdraw from and void this Settlement Agreement pursuant to paragraph 56, whichever date is later in occurrence.

PARTIES' AUTHORITY

58. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions. The Class Representatives represent that they are authorized to enter into this Settlement Agreement in both their individual and representative capacities.

MUTUAL AND FULL COOPERATION

59. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their

best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Courts, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Counsel of the parties shall take all necessary steps to secure the Courts' final approval of this Settlement Agreement.

SEVERABILITY

60. If, after the occurrence of the Effective Date, any provision of this Agreement is for any reason held to be invalid or unenforceable, such provision shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained herein.

NO ADMISSION OF LIABILITY

61. Each of the Parties has entered into this Settlement Agreement solely to resolve disputed claims based on disputed facts and allegations and to avoid the costs and risks of litigation. Neither the fact of this Settlement Agreement nor any of its parts, nor the consummation of this Settlement Agreement, shall be construed as an admission of wrongdoing, liability, culpability, and/or negligence on the part of any Party or that any fact or allegation asserted by any Party was true, and shall not be deemed a waiver of any defense or argument in any other legal proceeding and is without prejudice, other than for purposes of the instant proceeding.

NOTICES

62. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via email, facsimile, or United States registered or certified mail, return receipt requested, addressed as follows:

To the Representative Plaintiffs and/or the Class Members to both the following:

Anthony J. Lazzaro
Chastity L. Christy
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614 W. Superior Avenue

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To Defendant to all of the following:

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CONSTRUCTION AND INTERPRETATION

63. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, and arms-length negotiations between the Parties, reached as a result of Mediation conducted under the auspices of Michael Young, Esq. of JAMS, and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

64. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

65. This Settlement Agreement shall be subject to and governed by the laws of the Commonwealth of Pennsylvania.

JURISDICTION

66. The Parties will request that the District Court retain jurisdiction to enforce the terms of the Settlement Agreement.

MODIFICATION

67. This Settlement Agreement may not be changed, altered or modified, except in writing, signed by counsel for the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties. Notwithstanding the foregoing sentences, without further Order of the Court, the Parties may agree in writing to extensions of time to carry out any of the provisions of this Settlement Agreement.

INTEGRATION CLAUSE

68. With the exception of the Settlement and Release Agreements between Defendant and Class Representatives, this Settlement Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement (including settlement of the Litigation), and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, with respect to such matters are extinguished.

BINDING ON ALL PARTIES

69. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS SIGNATORIES

70. It is agreed that it is impractical to have each Class Member execute this Settlement Agreement. The FLSA Class Notice and Rule 23 Class Notice will advise all Class Members of the binding nature of the release and such shall have

the same force and effect as if each Class Member executed this Settlement Agreement.

COUNTERPARTS

71. This Settlement may be executed in counterparts, and may be signed electronically via PDF. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. Electronic and facsimile transmissions of this Settlement shall be deemed originals.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

JASON SWIGER
On behalf of himself and the FLSA Class
Date: _____

JULIO CRUZ
On behalf of himself, the FLSA Class, and
the Rule 23 Pennsylvania Class
Date: _____

JULIA WILLIAMS
On behalf of herself and the Rule 23
Maryland Class
Date: _____

TOM HOLT
On behalf of himself and the Rule 23
North Carolina Class
Date: _____

NICHOLAS DEROSE
On behalf of himself and the Rule 23
New Jersey Class

Date: _____

CLASS COUNSEL
ANTHONY J. LAZZARO

Date: _____

CLASS COUNSEL
HANS A. NILGES

Date: _____

UTZ QUALITY FOODS, INC

Date: _____

By: _____

Its: _____

COUNSEL FOR DEFENDANT
RICHARD J. REIBSTEIN

Date: _____

COUNSEL FOR DEFENDANT
BRIAN P. DOWNEY

Date: _____

COUNSEL FOR DEFENDANT
CHRISTOPHER J. MORAN

Date: _____