

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

MATT DIFRANCESCO, ANGELA  
MIZZONI, and LYNN MARRAPODI,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

UTZ QUALITY FOODS, INC.,

Defendant.

Civil Action No. 1:14-CV-14744-DPW

**FINAL JUDGMENT**

1. This Final Judgment incorporates the definitions in the Amended Settlement Agreement and Final Order entered in this matter for any term not otherwise defined herein.

2. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement, the Final Order, and this Final Judgment. Willis A. Johnson of Lithonia, Georgia is hereby excluded from the Settlement Class, is not a Class Member and shall not be bound by the Final Order or this Final Judgment, or any release provided for in this Settlement.

3. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, without costs to any party except as provided in the Final Order, this Final Judgment and the Court's Order on the Fee Motion.

4. The Settlement Class Representatives, all Settlement Class Members, and the Releasing Parties have released the Defendant and each of the Released Parties from all Released Claims.

5. The Settlement Class Representatives and all Settlement Class Members are hereby barred and permanently enjoined from instituting, asserting or prosecuting any or all of the Released Claims against any of the Released Parties.

6. Without affecting the finality of this Final Judgment, the Court hereby retains and reserves jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Amended Settlement Agreement for all purposes, including: (a) to approve any amendments to the Amended Settlement Agreement, (b) pursuant to Fed. R. Civ. P. 54(d)(2), to hear and decide Class Counsel's Fee Motion on November 15, 2022, or to continue or adjourn such hearing, (c) to determine the need for and direct a Second-Round Distribution, if any, (d) to determine and direct a *cy pres* award, if any, (e) to enforce any of the Amended Settlement Agreement's terms at the request of any Party, (f) to resolve any disputes that may

arise relating in any way to, or arising from, the implementation of the Amended Settlement Agreement or the implementation of the Final Order and this Final Judgment and any distributions from the Settlement Fund, and (g) to oversee the Action until each and every act to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Final Order, any other Order of the Court, this Final Judgment and the Amended Settlement Agreement, including the exhibits appended thereto.

Dated: May 27, 2022

/s/ Douglas P. Woodlock  
DOUGLAS P. WOODLOCK  
UNITED STATES DISTRICT JUDGE