

If You Purchased Certain Utz® Or Bachman® Brand Products Between December 30, 2010 And March 30, 2019 Your Rights May Be Affected And You May Be Eligible To Receive A Cash Payment From A Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide Settlement has been reached in a class action lawsuit involving certain Utz and Bachman branded products. The Settlement resolves litigation over whether the Defendant allegedly violated state laws regarding the labeling, marketing, and advertising of certain Utz and Bachman branded products. The Court has not decided who is right in this lawsuit and Defendant denies the lawsuit's allegations.
- You may be eligible to participate in the proposed Settlement and receive a payment of up to \$20 per household, if you purchased certain Utz or Bachman branded products between December 30, 2010 and March 30, 2019.
- The Settlement will provide cash payments of up to \$20 per household to those who qualify. You must file a Claim Form to be eligible to receive a payment from the Settlement.
- Your legal rights are affected whether you act, or don't act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JULY 28, 2019	This is the only way to get a payment. If you submit a Claim Form, you will give up the right to sue the Defendant in a separate lawsuit about the claims this Settlement Resolves.
EXCLUDE YOURSELF BY JUNE 13, 2019	Get no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
OBJECT BY JUNE 13, 2019	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING SEPTEMBER 13, 2019	You may object to the Settlement and ask the Court for permission to speak about the fairness of the Settlement at the Fairness Hearing.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website www.UtzSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the District of Massachusetts (the “Court”), and the case is called *DiFrancesco, et al. v. Utz Quality Foods, Inc.*, Case No. 1:14-CV-14744-DPW (D. Mass.). The individuals who sued are called the Plaintiffs, or Class Representatives, and the company they sued, Utz Quality Foods, Inc. (“Utz”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that the Defendant violated certain laws in labeling, marketing, and advertising of certain Utz and Bachman branded products. Specifically, the lawsuit alleges that through a nationwide advertising campaign, the Defendant sold its products by advertising that they were “All Natural.” The lawsuit alleges that the products are not “All Natural” in that they contain ingredients that are chemically derived, heavily processed, synthetic, and/or artificial, and/or ingredients containing and/or derived from Genetically Modified Organisms (“GMOs”). Utz denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class.

3. Why is this case a class action?

In a class action, one or more people, called “Plaintiffs,” or “Class Representatives,” sue on behalf of people who have similar claims. All of these people are in a “Class” or “Settlement Class,” except for those who exclude themselves from the class. United States District Court Judge Douglas P. Woodlock in the United States District Court for the District of Massachusetts is in charge of this class action.

4. Why is there a Settlement?

The Defendant is not admitting that it did anything wrong and both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. The Plaintiffs and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know whether I am part of the Settlement?

The Settlement Class includes all persons who, between December 30, 2010 and March 30, 2019, purchased in the United States any of the Eligible Products. Excluded from the Class are: (a) Utz’s board members or executive-level officers; (b) persons who purchased the Eligible Products primarily for the purpose of resale, including, but not limited to, retailers or resellers of the Eligible Products; (c) governmental entities; (d) persons who timely and properly exclude themselves from the Class as provided in this Agreement; and (e) the Court, the Court’s immediate family, and Court staff.

6. Which Products are included in the Settlement?

The Eligible Products in the Settlement include any and all products of any size, style, flavor and variety containing the Utz or Bachman brand which are or were labeled with the word “Natural,” or phrases “All Natural,” “non GMO,” or “not synthetic,” or any other words or phrases to convey the same or similar meanings, including the Utz and Bachman branded products identified on the Settlement Website, www.UtzSettlement.com. A list of Eligible Products is attached to this Notice as **Exhibit A**.

7. What if I am still not sure whether I am included in the Settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.UtzSettlement.com, or call toll-free 1-855-639-2983.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides for the establishment of a Settlement Fund with a value of \$1,250,000.00 to pay (1) the claims made by Class Members who submit a timely and complete Claim Form up to \$20 per household depending on amount of products purchased, (2) all costs of notice and administration; (3)) any Service Awards awarded by the Court to the named Plaintiffs, which shall not exceed \$5,000 to each named Plaintiff (or \$15,000 total); and (4) Attorneys' Fees, not to exceed \$415,000, and Expenses awarded by the Court. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated. Class Members who submit a valid, timely, and complete Claim Form (See paragraph 11 below regarding how to obtain a Claim Form), are entitled to receive a cash payment of Two Dollars (\$2.00) per Qualifying Purchase up to a maximum of Twenty Dollars (\$20.00) per household from the Settlement Fund. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

9. What can I get from the Settlement?

If you submit a timely, complete and valid Claim Form by the deadline, you can get a cash payment from the Settlement Fund. If, after subtracting from the Settlement Fund the Service Awards for the Class Representatives, Attorneys' Fees and Expenses, and the costs of Class Notice and administration, the funds remaining in the Settlement Fund are insufficient to pay all of the approved Claims, then Class Member payments will be reduced proportionately.

If there are any funds remaining in the Settlement Fund ("Residual Funds") after the payment of all valid Claims, Notice and Administration costs, Attorneys' Fees and Expenses, and Service Awards, they shall be distributed to the non-profit organization called Consumers Union, if approved by the Court.

In addition to the relief described above, as part of the Settlement, within four (4) months after the Final Settlement Date, Utz shall cease to use the term "Natural" and "All Natural" on its labeling and advertising of Eligible Products.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant or any of the Released Parties identified in the Settlement Agreement, continue to sue, or be part of any other lawsuit against the Defendant or any of the Released Parties identified in the Settlement Agreement about the claims that this Settlement resolves. It also means that all of the decisions by the Court will bind you. The legal claims that you give up if you stay in the Settlement Class are as follows: Any and all manner of individual, class, representative, group and collective claims, actions, causes of action, suits, liabilities, rights, debts, sums of money, payments, obligations, reckonings, contracts, agreements, executions, promises, damages, losses, liens, judgments, matters and demands of whatever kind, type, description or nature whatsoever, both at law and in equity, that a Releasing Party ever had, now has, or hereafter can, shall or may ever have against any of the Released Parties, including assigned claims, mature or not yet mature, known or unknown, asserted or unasserted, suspected or unsuspected, contingent or non-contingent, that arose, or are based on actions, conduct, events, transactions or omissions occurring on or before date notice is disseminated to members of the proposed Class, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that a Releasing Party ever had, now has, or hereafter can, shall or may ever have against any of the Released Parties arising from, concerning or in any way relating to the labeling, manufacturing, distribution, sale, marketing, promotion, or advertising, regardless of medium, of any of the Eligible Products and/or the claims alleged in the Action including, but without in any way limiting the generality of the foregoing, those arising from, directly or indirectly, or in any way whatsoever pertaining or relating to: (1) the claims alleged or which could have been alleged in the Action; (2) any communications, disclosures, nondisclosures, representations, misrepresentations, statements, claims, omissions, warnings, messaging, marketing, promotion, advertising, packaging, displays, labeling or brochures arising from or in any way whatsoever relating to, the sale and/or resale by the Released Parties of the Eligible Products and the claims alleged in the Action; (3) any claims for rescission, restitution, injunctive relief, or unjust enrichment of any kind related in any way to the purchase, sale, labeling, advertising, marketing or promotion of the Eligible Products and the claims alleged in the Action; (4) violations of any state or federal deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent

advertising, consumer fraud and/or consumer protection statutes related in any way to the purchase, sale, labeling, advertising, promotion, or marketing of the Eligible Products and the claims alleged in the Action; (5) any claims of fraud, negligence, product liability, conspiracy, violation of the Uniform Commercial Code, breach of contract, breach of express, implied and/or any other warranties and violation of the Magnuson-Moss Warranty Act related in any way to the purchase, sale, labeling, advertising, or promotion, marketing of the Eligible Products and the claims alleged in the Action; or (6) damages, costs, expenses, extra-contractual damages, compensatory damages, exemplary damages, special damages, statutory damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, injunctive relief, restitution, expenses, interest, and/or attorneys' fees and costs related in any way to the purchase, sale, labeling, advertising, promotion, or marketing of the Eligible Products and the claims alleged in the Action. The Settlement Agreement is available at the Settlement Website, www.UtzSettlement.com.

HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

11. How can I get a payment from the Settlement?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, www.UtzSettlement.com. The Claim Form can be downloaded from the Settlement Website, as well. You can request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or by email:

MAIL: Utz Settlement
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL: info@UtzSettlement.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **JULY 28, 2019** to: Utz Settlement, Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or submit your Claim Form online at the Settlement Website, www.UtzSettlement.com, by **JULY 28, 2019**.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment. Any information you provide may be submitted to a federal or state agency in the administration of this relief.

12. When will I get my payment?

Payments will be mailed to Settlement Class Members who send in valid, timely and approved Claim Forms after the Court grants “final approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **September 13, 2019 at 3:00 p.m.**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

13. What if my name or address changes after I submit a Claim Form?

If your name or address needs to be corrected, you must send a letter to the Settlement Administrator at Utz Settlement, Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement Fund, 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 get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

14. How do I get out of the Settlement?

To exclude yourself (or “opt out”) from the Settlement, you must complete and mail by U.S. Mail to the Settlement

Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *DiFrancesco, et al. v. Utz Quality Foods, Inc.*, Case No. 1:14-CV-14744-DPW (D. Mass.);
- A clear statement that you want to be excluded from the Settlement Class; and
- Your signature.

You must mail your exclusion request, postmarked no later than **JUNE 13, 2019** to:

Exclusion Requests
Attn: Utz Settlement Administrator
P.O. Box 58220
1500 John F Kennedy Blvd., Suite C31
Philadelphia, PA 19103

If you don't include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendant about the claims that this Settlement resolves.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

16. If I exclude myself, can I still get a payment from the Settlement?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT

17. How can I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement, Class Counsel's request for Attorneys' Fees and Expenses, and Service Awards to the Class Representatives. To object, you must write a letter that includes the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of your lawyer, if you have one;
- The name of the case: Objection to Class Settlement in *DiFrancesco, et al. v. Utz Quality Foods, Inc.*, Case No. 1:14-CV-14744-DPW (D. Mass.);
- The specific reasons you object to the Settlement, accompanied by any legal support for your objection and any evidence or other information you wish to introduce in support of the objection(s);
- A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel;
- A statement of your membership in the Settlement Class, including all information required by the Claim Form; and
- Your signature and, if you have one, your lawyer's signature.

Your objection, along with any supporting material you wish to submit, **must be filed with the Court** through the Case Management/Electronic Case Files ("CM/EMF") or through any other method in which the Court will accept filings, with a copy delivered to Class Counsel and to Utz's Counsel no later than **JUNE 13, 2019** at the following addresses:

Court	Class Counsel
United States District Court for the District of Massachusetts Courtroom 1, Third Floor 1 Courthouse Way Boston, MA 02210	Tina Wolfson Robert Ahdoot AHDROOT & WOLFSON, PC 10728 Lindbrook Drive Los Angeles, CA 90024
Counsel for Utz	Counsel for Utz
Kathleen M. Guilfoyle Christopher R. Howe CAMPBELL, CAMPBELL, EDWARDS & CONROY, P.C. One Constitution Plaza, 3 rd Floor Boston, MA 02129	Richard Fama COZEN O'CONNOR 45 Broadway, 16 th Floor New York, NY 10006

18. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers and law firm as "Class Counsel," meaning that they were appointed to represent all Class Members: Robert Ahdoot and Tina Wolfson of Ahdoot & Wolfson, PC.

You will not be charged for these lawyers. They will be paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will make an application to the Court for an award of reasonable Attorney's Fees plus Expenses incurred up to the submission of the application to the Court, up to a maximum of \$415,000. Class Counsel's application to the Court will be made prior to the Fairness Hearing. The Court will determine the amount of Attorneys' Fees and Expenses to award, which will not exceed \$415,000. Class Counsel will also request that \$5,000.00 be paid from the Settlement Fund to each of the three Class Representatives who helped the lawyers on behalf of the whole Class.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **SEPTEMBER 13, 2019 at 3:00 P.M.** at the United States District Court for the District of Massachusetts, before the Honorable Douglas P. Woodlock, United States District Judge, in Courtroom 1, Third Floor, in the United States District Court, 1 Courthouse Way, Boston, Massachusetts 02210.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.UtzSettlement.com for updates. At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you properly filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must write a letter saying that it is your "Notice of Intent to Appear." In your letter, you must include the following:

- Your name, address, telephone number, and, if available, email address;
- The name, address, email address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- The name of the case: *DiFrancesco, et al. v. Utz Quality Foods, Inc.*, Case No. 1:14-CV-14744-DPW (D. Mass.); and
- Your signature and, if you have one, your lawyer's signature.

Your Notice of Intent to Appear must be filed with the Court no later than **JUNE 13, 2019**, with copies delivered to Class Counsel and Utz's Counsel at their respective addresses listed above.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the claims that this Settlement resolves, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of Settlement Agreement and other information at the Settlement Website, www.UtzSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, www.UtzSettlement.com. You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: Utz Settlement
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Class Counsel: Adhoot & Wolfson, PC
10728 Lindbrook Drive
Los Angeles, CA 90024

EMAIL: info@utzsettlement.com

PHONE: 1-855-639-2983

Updates will be posted at www.UtzSettlement.com as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

EXHIBIT A

TO CLASS NOTICE:
LIST OF ELIGIBLE PRODUCTS
CASE NO. 1:14-CV-14744-DPW

ELIGIBLE PRODUCTS

Eligible Products include all sizes, styles, flavors, and varieties of the following products:

- a. **Utz Snacks:**
 - i. Utz Branded Potato Chips;
 - ii. Utz Branded Baked Potato Chips;
 - iii. Utz Branded Pretzels;
 - iv. Utz Branded Popcorn;
 - v. Utz Branded Tortillas;
 - vi. Utz Branded Snack Mixes;
 - vii. Utz Branded Salsas and Utz Dips;
 - viii. Utz Branded Cheese and Extruded Snacks; and
 - ix. Utz Branded Pork Rinds.

- b. **Bachman Snacks:**
 - i. Bachman Branded Pretzels;
 - ii. Bachman Branded Potato Chips;
 - iii. Bachman Branded Tortilla Chips and Corn Chips;
 - iv. Bachman Branded Cheese Snacks;
 - v. Bachman Branded Popcorn; and
 - vi. Bachman Branded Salsa.