

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO. 0:13-cv-62496-LENARD-GOODMAN

ADELE FERRARA, DANA COOKE,
RAHSAAN ASHFORD, ANNE STEIMLE,
STEVE TROUT, TERRY SHPIRO,
BENJAMIN BARTELL, ARTHUR KAROS,
LARRY ROSENGARTEN, and JOSHUA
SEIDMAN, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SNYDER'S-LANCE, INC. and SNACK FACTORY,
LLC, a wholly-owned subsidiary of SNYDER'S-LANCE,
INC,

Defendants.

FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

On the 3rd day of June 2016, a hearing was held before this Court to determine: (1) whether the Stipulation of Class Action Settlement Agreement (“Agreement”) should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting approval of the Agreement and dismissing the Action with prejudice should be entered; and (c) whether Class Counsel’s application for attorneys’ fees and expenses and if a service award for Plaintiffs should be granted.

Based upon the submissions of the Parties and consideration of all matters submitted to the Court at the Final Approval Hearing, and otherwise confirming that the notice of the proposed settlement and hearing was published in the manner previously approved of by the Court,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Court has jurisdiction over the subject matter of the Action, the Class Representatives, all Class Members, and Defendants. Without in any way affecting the finality of this Final Judgment and Order Approving Settlement, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Agreement and of this Final Judgment and Order Approving Settlement, and for any other necessary purpose.

2. All capitalized terms and definitions not otherwise defined herein shall have the meaning set forth in the Agreement.

3. The Court finds, for purposes of effectuating this Settlement only, that the prerequisites for a class action under Federal Rule of Civil Procedure 23(a) and (b)(3) have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Court-appointed Class Representatives are typical of the claims of the Class they represent; (d) the Class Representatives have and will continue to fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies for purposes of settlement the above-caption actions as a class action on behalf of the Settlement Class, defined as:

All Persons who, for personal or household use, purchased Snyder's-Lance's Snyder's of Hanover® Pretzels, Snyder's of Hanover® Chips, Cape Cod® Potato Chips, Eatsmart Naturals® Snacks, Padrino's® Chips and Snack Factory Pretzel Crisps® products bearing, or advertised or marketed with, a Natural Label,¹ in the United States from November 13, 2007 through and including the Notice Date of March 3, 2016, as defined in the Agreement. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Products for resale; (b) Snyder's-Lance and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); and (e) the judges to whom the Snyder's-Lance Actions are assigned and any members of their immediate families.

5. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such Persons who satisfy the Class definition above, except those Class Members who timely and validly excluded themselves from the Class, are Settlement Class Members bound by this Judgment.

6. Persons who properly excluded themselves from the Class are listed on Exhibit A annexed hereto.

7. The Court reaffirms the appointment of Plaintiffs Adele Ferrera, Dana Cooke, Rahsaan Ashford, Anne Steimle, Steve Trout, Terry Shapiro, Benjamin Bartell, Arthur Karos, Larry Rosengarten, Joshua Seidman, Tina Mary Brunello, Matthew McDonough, and David Korn, as Class Representatives, and finds that they have adequately represented the Settlement Class for purposes of entering into and implementing the Agreement.

1. As defined in the Agreement, "Natural Label" means Labeling as "All Natural," "Natural," "Naturally," "All Natural Ingredients," and any other derivation of "natural," including "nothing artificial" and/or "no preservatives."

8. The Court reaffirms the appointment of Joshua H. Eggnatz of Eggnatz, Lopatin & Pascucci, LLP; Michael R. Reese of Reese LLP; and Melissa W. Wolchansky of Halunen Law as Class Counsel. The Court finds that these lawyers are competent and capable of exercising their responsibilities as Class Counsel, and finds that Class Counsel has adequately represented the Settlement Class for purposes of entering into and implementing the Agreement.

9. The Court finds, for settlement purposes only, that the Class meets all requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) for certification of the class claims alleged in the Third Amended Complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the class representatives and Class Counsel; (e) predominance of common questions of fact and law among the Settlement Class; and (f) superiority.

10. The Court finds that notice was given to Settlement Class Members pursuant to the Notice Plan and the Court's Order Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"), and that said notice was appropriate under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution. The Settlement Class Members received notice of (a) the pendency of the Action; (b) the terms of the proposed Settlement, including the Release; (c) their rights under the proposed Settlement; (d) their right to exclude themselves from the Settlement Class and the proposed Settlement; (e) their right to object to any aspect of the proposed Settlement; (f) their right to appear at the Final Approval Hearing; (g) Class Counsel's request for attorneys' fees and expenses and an incentive award to the Class Representatives; and (h) the binding effect of this Final Judgment and Order Approving Settlement on all Persons who did not timely exclude themselves from the Settlement Class.

11. The Court finds that notice of the proposed Settlement was provided to the appropriate state and government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and government officials the requisite ninety (90) day time period to comment or object to the proposed Settlement before entering this Final Judgment and Order Approving Settlement and no such comments or objections were received.

12. The terms and provisions of the Agreement have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members. The Court has considered the Objection of Pamela Sweeney and finds that Ms. Sweeney did not comply with the standing requirement as her Objection does not establish she is a member of the Class. The Court also finds Ms. Sweeney's Objection lacks merit for the reasons stated in Class Counsel's Reply in Support of the Motion for Final Approval (Doc. 207). Therefore, Ms. Sweeney's Objection is overruled. Accordingly, the Court hereby directs that the Settlement shall be effected in accordance with the terms of the Agreement (all of which terms and definitions are adopted and incorporated herein by reference).

13. The terms of the Agreement, and of this Final Judgment and Order Approving Settlement, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiffs and all other Settlement Class Members who did not timely exclude themselves from the Settlement Class, as well as their heirs, executors, and administrators, successors, and assigns.

14. Snyder's-Lance, Inc. is ordered to implement the terms and conditions of the Agreement, including payment to all Settlement Class Members who have not excluded themselves from this Settlement and who submit a timely, valid Claim pursuant to the Agreement, and to implement the terms of the injunctive relief agreed to in the Stipulation of Settlement.

15. The Court has considered the submissions by the Parties and all other relevant factors, including the result achieved and the efforts of Class Counsel in prosecuting the claims on behalf of the Class. Plaintiffs initiated the litigation, acted to protect the Class, and assisted their Counsel on behalf of the Class. The efforts of Class Counsel have produced the Stipulation of Settlement entered into in good faith, and which provides a fair, reasonable, adequate and certain result for the Class. Class Counsel is entitled to a reasonable Fee and Expense Award for their work, which the Court finds to be \$99,844.22² in expenses and \$773,500 in attorneys' fees (which represents 28% of the common fund) for a total of \$873,344.22.

16. Further, the Court approves a \$5,000 Service Award to each of the Class Representatives that have been deposed (*i.e.*, Ferrara, Cooke, Ashford, and Steimle), and a \$2,500 Service Award to each of the Class Representatives who were not deposed (*i.e.*, Trout, Shapiro, Bartell, Karos, Rosengarten, Seidman, McDonough, Korn, and Brunello).

17. The Fees and Expense Award and Plaintiffs' Service Awards shall be paid by Snyder's-Lance, Inc. pursuant to the time table set forth in the Stipulation of Settlement.

18. The Court finding that no reason exists for delay in ordering final judgment pursuant to Federal Rule of Civil Procedure 54(b), the clerk is hereby directed to enter this Judgment forthwith.

² The expenses include costs incurred since the date of Plaintiffs' Motion for Attorneys' Fees.

19. This Action (and any and all claims asserted herein at any time) is dismissed in its entirety, on the merits, with prejudice and without leave to amend, with each Party to bear his/her/its own costs and attorneys' fees (except as otherwise expressly provided herein), and all Settlement Class Members who did not timely and properly execute and submit a Request for Exclusion shall be forever barred and permanently enjoined from starting, continuing, or participating in, litigating, or receiving any benefits or relief from any other lawsuit, arbitration, or administrative or regulatory proceeding or order based on or relating to the claims, facts, or circumstances in this Action and/or the Released Claims except claims relating to the enforcement of the Settlement of the Action. The Released Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Persons on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

20. The Parties are hereby authorized without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Stipulation, including without limitation, the forms to be used in the claims process, which are consistent with this Judgment and do not limit the rights of Class members under the Stipulation

IT IS SO ORDERED.

Dated: 4/10/16
Miami, Florida

Joan A. Lenard
THE HONORABLE JOAN A. LENARD
UNITED STATES DISTRICT COURT JUDGE