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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ALAMEDA – NORTHERN DIVISION**

11 PATRICIA BLAND and EDWARD  
WHITE, individually and on behalf of all  
12 others similarly situated,

13 Plaintiff,

14 v.

15 PREMIER NUTRITION COMPANY,  
LLC; and DOES 1-25, inclusive,

16 Defendant.

17  
18 KATHLEEN SONNER, individually and  
on behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 PREMIER NUTRITION COMPANY,  
LLC; and DOES 1-25, inclusive,

22 Defendant.  
23

**Lead Case No. RG19002714**  
Related to RG20072126 (Sonner)

Assigned for All Purposes to:  
Honorable Michael Markman  
Department 1

**CLASS ACTION**

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR: (1) FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT; (2) AN AWARD OF  
ATTORNEYS' FEES AND  
REIMBURSEMENT OF EXPENSES, AND  
(3) SERVICE AWARDS TO CLASS  
REPRESENTATIVES**

Date: May 5, 2026  
Time: 10:00 a.m.

Bland Complaint Filed: 1/15/2019  
Sonner Complaint Filed: 9/01/2020

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1     **I.     INTRODUCTION**

2           After thirteen years of active litigation in state and federal trial and appellate courts, the  
3 Parties reached a non-reversionary cash settlement of nearly \$71 million to resolve all of the  
4 “Joint Juice” cases pending before this Court (the “Multistate Settlement”).<sup>1</sup> The Settlement  
5 Fund represents more than 114% of the Joint Juice retail sales to Class Members during the  
6 class periods. From this Settlement Fund, Class Members are entitled to cash payments of at  
7 least 150% of the average retail price for their purchases. Claimants may obtain reimbursement  
8 for up to six purchases without proof of purchase, and the per-unit awards will increase as  
9 necessary to ensure that the Net Fund is fully distributed to Class Members. Plaintiffs now  
10 seek final approval of the Multistate Settlement.

11           Together, the Multistate Settlement and a companion class settlement pending approval  
12 in federal court<sup>2</sup> resolve ten Joint Juice cases pending in California state and federal courts for  
13 a combined total of \$90 million. To place this in context, the full retail sales of Joint Juice in  
14 the 10 states covered by these cases was just \$64.6 million.

15           This product was sold through retail outlets, so Defendant does not have purchase  
16 records. Class Counsel nonetheless obtained retail sales records, allowing more than 336,000  
17 Class Members to directly receive automatic cash payments without submitting a claim. In  
18 addition, approximately 24,000 Claims have been submitted to date.

19           On January 8, 2026, after briefing and a hearing, the Court granted preliminary  
20 approval of the Settlement, finding it to be “fair, reasonable, and adequate.” Nothing has  
21 changed since that ruling that would alter that conclusion. The robust Class Notice Program  
22 has been successfully implemented, Class Members will receive substantial Cash Payments,  
23 and the reaction of the Class has been overwhelmingly positive.

24           <sup>1</sup> Unless otherwise stated, the capitalized terms are the same as set forth in the  
25 Stipulation of Settlement (“Settlement Agreement” or “SA”), which is attached as Exhibit 1 to  
26 the October 23, 2025, Declaration of Timothy G. Blood in Support of Motion for Preliminary  
Approval.

27           <sup>2</sup> The companion “*Montera* Settlement” presented for approval to Judge Richard  
28 Seeborg covers the New York class certified in *Montera v. Premier Nutrition* that was tried to  
verdict and judgment and through appeals at the Ninth Circuit Court of Appeals. On December  
5, 2025, Judge Seeborg granted preliminary approval of the *Montera* Settlement. The final  
approval hearing is set for May 7, 2026, at 1:30 p.m.

1           The Class Notice Program commenced on February 3, 2026, and has been  
2 implemented in accordance with the Preliminary Approval Order. *See* Declaration of Jennifer  
3 M. Keough Regarding Class Notice Program and Settlement Administration (“Keough  
4 Declaration”), ¶ 4. Approximately 336,000 Class Members received Direct Notice telling them  
5 about the settlement and that they will be automatically sent their settlement Cash Payments.  
6 *Id.*, ¶¶ 7–8. Class Notice was also disseminated through targeted internet advertising and other  
7 publication methods designed to reach additional purchasers. *Id.*, ¶¶ 10–24. The claims  
8 deadline remains fifty-nine days away, and approximately 24,000 claims have already been  
9 submitted. *Id.*, ¶ 33. Based on the current rate of Claims, the individual Cash Payment awards  
10 are expected to slightly increase on a pro rata basis to exhaust the fund. It appears unlikely that  
11 Cash Payments will be reduced. *See* Declaration of Timothy G. Blood in Support of Final  
12 Approval Motion (“Blood Final Approval Decl.”), ¶ 7.

13           The reaction of the Class further supports approval. As of the date of the Keough  
14 Declaration, approximately 336,000 Class Members had received direct notice, millions of  
15 digital notice impressions had been delivered, and more than 24,000 Claims have been  
16 submitted. The objection and opt-out deadline is April 6, 2026. To date, no objections and only  
17 26 requests for exclusion have been received. *Id.*, ¶¶ 30, 32.

18           Additionally, the attorneys’ fees, expenses, and Class Representative Service Awards  
19 requested by Plaintiffs’ Counsel readily meet applicable standards. Under the Settlement,  
20 Plaintiffs’ Counsel seek an award of attorneys’ fees equal to 33% of the Settlement Fund  
21 (\$23,377,138.46), reimbursement of litigation expenses of \$782,417.94, and service awards of  
22 \$10,000 for each Class Representative. For more than thirteen years, Class Counsel have  
23 dedicated themselves to this litigation and invested millions of dollars in attorney time and  
24 out-of-pocket expenses entirely on a contingent basis and with the real risk of recovering  
25 nothing. Given the remarkable result achieved—which is the largest recovery obtained in a  
26 dietary supplement false advertising case—and the risks and efforts taken by Class Counsel to  
27 prevail after multiple appeals and class trials to obtain the result, the requested fees and  
28

1 expenses are reasonable. Likewise, the Class Representatives deserve the requested service  
2 awards given the efforts they have made to bring about this result.

3 The Settlement provides an excellent benefit to the Class. Plaintiffs respectfully submit  
4 that the Settlement readily meets the “fair, reasonable, and adequate” standard and it should be  
5 finally approved, along with the requested attorneys’ fees, expenses, and service awards.

## 6 **II. HISTORY OF THE LITIGATION**

7 The Motion for Preliminary Approval and Declaration of Timothy G. Blood in Support  
8 of Motion for Preliminary Approval described in detail the lengthy procedural history of this  
9 matter and the lengthy and hard-fought settlement negotiations which ultimately led to the  
10 Settlement. Rather than repeat those details here, they are incorporated by this reference and  
11 summarized below.

### 12 **A. Summary of the Procedural History**

13 *Sonner* was originally filed in federal court on March 13, 2013. Over the following  
14 thirteen years of continuous litigation, this Court and the District Court ruled on many  
15 contested motions for class certification, eventually certifying nine classes of consumers from  
16 eight different states. Plaintiffs prepared for trial three times. In 2017, Plaintiffs’ Counsel  
17 prepared the *Sonner* case for trial before it was dismissed by the District Court just weeks  
18 before trial was set to begin. In 2022, Plaintiffs’ Counsel prepared and tried *Montera* before a  
19 jury for nine days in the District Court. Shortly after the 2022 *Montera* trial, Premier  
20 discontinued Joint Juice. In 2024, Plaintiffs’ Counsel prepared the *Bland* and *Sonner* state  
21 actions for a joint trial, which commenced but was stayed after the *Montera I* decision was  
22 issued. The disputed motions included motions for class certification, motions to dismiss,  
23 motions for summary judgment, motions for judgment on the pleadings, motions for  
24 decertification, motion for an injunction, a jury trial and verdict followed by post-trial motions  
25 including a motion for a new trial and motions for judgment as a matter of law, expert  
26 discovery, *Sargon* motions, *Daubert* motions, and motions in limine.

27 There also has been substantial appellate work, including appeals and appellate activity  
28 resulting from: (1) the *Sonner* District Court dismissal order that led to the filing of *Sonner* in

1 this Court (“*Sonner I*”), (2) the District Court’s refusal to enjoin *Sonner* from proceeding in  
2 this Court (“*Sonner II*”), (3) Premier’s petition for writ of mandate before the First Appellate  
3 District for review of this Court’s refusal to apply issue preclusion in *Sonner*, (4) the *Montera*  
4 verdict, judgment and fee and expense awards to the Ninth Circuit (“*Montera I*” and “*Montera*  
5 *II*”), (5) a request to certify questions to the New York Court of Appeals filed with the Ninth  
6 Circuit, (6) a petition for *en banc* rehearing with the Ninth Circuit, (7) a motion to stay the  
7 mandate filed with the Ninth Circuit, and (8) a petition for a writ of certiorari in the United  
8 States Supreme Court.

9 In the course of the litigation, Plaintiffs’ Counsel (1) conducted and defended 64  
10 depositions, including those of Premier’s corporate designees, its CEO (on two occasions and  
11 as a live witness at trial), current and former marketing, operations, and science employees,  
12 and scientific, marketing and damages-related experts; (2) reviewed over 500,000 pages of  
13 documents produced by Premier; and (3) served 36 subpoenas on third parties with  
14 involvement in marketing and retail sales issues who produced thousands of pages of  
15 documents. Plaintiffs’ Counsel also responded to discovery served on each of Plaintiffs,  
16 defended the depositions of twelve named Plaintiffs whose testimony was used throughout the  
17 litigation, and worked with more than eleven of their own expert witnesses and additional  
18 consultants to prepare for class certification, summary judgment, and trials, including  
19 preparing and exchanging expert reports and conducting and defending expert depositions.  
20 Forty-eight expert reports or declarations were exchanged by the parties at various stages of  
21 the litigation. In 2022, Plaintiffs’ Counsel prepared and tried *Montera* for nine days before a  
22 jury in the District Court. The litigation still did not settle—even after the Ninth Circuit ruling  
23 affirming the *Montera* verdict—and so, in 2024, Plaintiffs’ Counsel litigated the *Bland* and  
24 *Sonner* actions to trial as well.

25 The Settlement was reached only after this significant history, when the Parties  
26 accepted the mediator’s proposal from the Honorable Brad Seligman—the sixth mediator in  
27 this litigation—and while the Parties were briefing appeals and preparing for trial again in this  
28 Court and in federal court.

1           **B.     The Settlement Agreement**

2           This Multistate Settlement encompasses the classes previously certified in litigation.  
3 Premier will create a \$71 million non-reversionary Settlement Fund to compensate those Class  
4 Members and pay for class notice and settlement administration, any award of attorneys' fees  
5 and expenses, and Class Representative service awards.

6           Class Members will receive Cash Payment awards exceeding 150% of the average  
7 retail price for every Joint Juice Unit purchased during the Class Periods. Payments will be  
8 made automatically to the more than 336,000 Class Members identified in retailer records.  
9 These "Identified Class Members" will automatically receive Cash Payments of \$10 or \$25 per  
10 unit (depending on the number of bottles in a unit) for each purchase reflected in the Retail  
11 Purchase Records. No action is required. SA, § II.D.1.a(i). All Class Members, including the  
12 Identified Class Members, may claim reimbursement for up to six purchases without proof of  
13 purchase, for a total of up to \$150. Because the average Class Member purchased about 3.5  
14 units, this structure allows recovery—without receipts—of roughly what they likely spent.  
15 However, those with proof of purchase may claim refunds for as many units as they have  
16 proofs of purchase.

17           No portion of the Settlement will revert to Defendant. Any funds remaining after  
18 calculated valid claims will be distributed to Identified Class Members and Claimants by  
19 increasing awards as needed to ensure full distribution of the Net Fund. The only *cy pres*  
20 amount—limited to uncashed checks—will be paid to the Rheumatology Research Foundation  
21 under CCP § 384. SA, § II.D.2.f.; *see also* Declaration of Eryn Marchiolo in Support of Cy  
22 Pres Designation of the Rheumatology Research Foundation, ¶ 2 (the Foundation is the  
23 nation's largest private funding source of rheumatology research and training). Even then,  
24 before any *cy pres* distribution, reminder emails will be sent urging Class Members to cash  
25 their checks. SA, § II.D.2.f.

26           **III.    THE SETTLEMENT MERITS FINAL APPROVAL**

27           Settlement of a class action requires court approval. Cal. Rules of Court 3.769.  
28 California has a strong judicial policy that favors settlement. *Hamilton v. Oakland Sch. Dist.*,

1 219 Cal. 322, 329 (1933) (“it is the policy of the law to discourage litigation and to favor  
2 compromises”); *Rich Vision Ctrs., Inc. v. Bd. of Med. Exam’rs*, 144 Cal. App. 3d 110, 115  
3 (1983) (there exists a “general policy of favoring compromises of contested rights”). This is  
4 particularly true in class actions where substantial resources can be conserved by avoiding the  
5 time, cost, and rigors of litigation. *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14  
6 (2006) (“Public policy generally favors the compromise of complex class action litigation.”);  
7 *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1125 (2009).

8 To warrant final approval, a class settlement must be fair, adequate, and reasonable.  
9 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Cho v. Seagate Tech. Holdings,*  
10 *Inc.*, 177 Cal. App. 4th 734, 742–43 (2009). The court has “broad discretion” in determining  
11 whether to approve a proposed settlement. *Cellphone Termination Fee Cases*, 186 Cal. App.  
12 4th 1380, 1389 (2010); *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234–35  
13 (2001).

14 In evaluating the fairness of a class settlement, courts consider several factors,  
15 including “the strength of [the] plaintiff’s case, the risk, expense, complexity and likely  
16 duration of further litigation, the risk of maintaining class action status through trial, the  
17 amount offered in settlement, the extent of discovery completed and the stage of the  
18 proceedings, the experience and views of counsel, the presence of a governmental participant,  
19 and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal. App. 4th at  
20 1801; *Cellphone Termination*, 186 Cal. App. 4th at 1389. The court “is free to engage in a  
21 balancing and weighing of factors depending on the circumstances of each case.” *Wershba*, 91  
22 Cal. App. 4th at 245.

23 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-  
24 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court  
25 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of  
26 objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802; *Cellphone Termination*, 186 Cal. App. 4th  
27 at 1389. The Settlement satisfies these requirements.

28

1           **A.     The Settlement Is Fair, Reasonable and Adequate**

2                   **1.     The Settlement Resulted from Arm's Length and Informed**  
 3                   **Negotiations**

4           The Settlement was reached after more than thirteen years of hard-fought, arm's-length  
 5 litigation and negotiations conducted throughout the life of the case—before and after class  
 6 certification, summary judgment, trial, and appeals. The Parties participated in seven formal  
 7 mediations before six experienced mediators, supported by extensive mediation briefing and  
 8 expert-informed presentations.

9           Despite multiple opportunities for resolution—including mediations following key  
 10 developments such as the denial of summary judgment, the *Montera* trial, and appellate  
 11 proceedings—the Parties were unable to reach agreement until after trial, Ninth Circuit rulings,  
 12 the second start of the *Sonner* trial, and this Court's issue preclusion decisions clarifying the  
 13 strengths and risks of the litigation. Only then, following a full-day mediation and mediator's  
 14 proposal, did the Parties reach agreement. *See* Blood Preliminary Approval Decl., ¶¶ 6, 27, 30,  
 15 63, 72.

16           This history of sustained, contentious negotiations, the involvement of multiple  
 17 experienced neutrals, and the timing of the resolution confirm that the Settlement is the  
 18 product of informed, non-collusive negotiations. *See Dunk*, 48 Cal. App. 4th at 1802-03;  
 19 *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 52–53 (2008).

20                   **2.     Extensive Investigation and Discovery Have Been Conducted to**  
 21                   **Allow Thorough Evaluation of the Fairness of the Settlement**

22           The Court also must be satisfied that “investigation and discovery are sufficient to  
 23 allow counsel and the court to act intelligently” in deciding whether to approve a settlement.  
 24 *Dunk*, 48 Cal. App. 4th at 1802; *Chavez*, 162 Cal. App. 4th at 53. That standard is met. Over  
 25 more than thirteen years, the Parties engaged in extensive discovery, including document  
 26 production, depositions, third-party discovery, and expert work. By the time of settlement—  
 27 after class certification, summary judgment, a jury trial in the related federal action, and  
 28

1 continued litigation in state court—the Parties had a comprehensive understanding of the case.  
2 The Settlement was therefore reached on a fully informed basis.

3 **3. The Settlement Is Reasonable Given the Value of the Claims**  
4 **Asserted and the Risks of Further Litigation**

5 The risks, expense, complexity, and duration of continued litigation strongly support  
6 final approval. *See Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008).

7 Although Plaintiffs achieved a jury verdict in the related federal action, none of the  
8 cases encompassed by the Multistate Settlement had proceeded through trial. While this  
9 Court's issue preclusion rulings based on *Montera* would have narrowed the issues for trial,  
10 Defendant made clear its intention to appeal those rulings, along with other issues.

11 Those risks were substantial and would have materially delayed any recovery.  
12 Defendant's appeals of the issue preclusion rulings—and other anticipated appellate  
13 challenges—would have prolonged the litigation for years, increasing costs and delaying  
14 payment to Class Members. This risk is not hypothetical: it has been more than three years  
15 since the jury verdict in *Montera*, and the resulting judgment is still not final.

16 In addition, Defendant continued to vigorously contest liability, causation, and  
17 damages, including by replacing its expert witnesses following the *Montera* trial with new  
18 defenses being advanced by its new counsel. Continued litigation would have required  
19 additional trial proceedings and expert disputes, with no guarantee of recovery.

20 Against these risks, the Settlement provides an exceptional and immediate result,  
21 including a \$90 million non-reversionary recovery and substantial cash payments to Class  
22 Members. The Settlement eliminates the uncertainty, delay, and expense of continued  
23 litigation and ensures prompt relief.

24 In light of these risks, the Settlement falls well within the range of reasonableness. *See*  
25 *Kullar*, 168 Cal. App. 4th at 129.

26 **4. The Experience and Views of Counsel**

27 Class Counsel have decades of experience prosecuting complex consumer protection  
28 class actions, including cases involving false advertising and dietary supplements, and believe

1 this Settlement represents an excellent result for the Class. *See* Blood Final Approval Decl.,  
 2 ¶¶ 12–14 and Ex. 2 thereto (Class Counsel’s firm resume); *Dunk*, 48 Cal. App. 4th at 1802;  
 3 *Kullar*, 168 Cal. App. 4th at 128.

4 That judgment is informed by more than thirteen years of litigation, including  
 5 extensive discovery, a jury trial in the related federal action, and multiple appellate  
 6 proceedings. Based on that experience, Class Counsel believe the Settlement provides  
 7 substantial and certain relief while avoiding the risks and delays of continued litigation.

8 Courts give considerable weight to the informed views of experienced counsel,  
 9 particularly where, as here, the Settlement is the product of arm’s-length negotiations.  
 10 *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (“We put a good deal of  
 11 stock in the product of an arms-length, non-collusive, negotiated resolution[.]”).

#### 12 **5. The Positive Reaction of Class Members Favors Final Approval**

13 A court should consider at final approval the reaction of the class to the settlement.  
 14 *Dunk*, 48 Cal. App. 4th at 1801. The Class’s reaction has been positive. Following a  
 15 comprehensive notice program with class notice delivered directly to over 330,000 Class  
 16 Members, no objections have been received, and only 26 Class Members—approximately  
 17 0.008% of the Identified Class Members—have opted out. *See* Keough Decl., ¶ 30.  
 18 Meanwhile, thousands of Class Members have submitted claims.

19 Consideration of the above factors confirms that the Settlement is fair, reasonable, and  
 20 adequate.

#### 21 **B. Class Notice Satisfied the Requirement of Due Process**

22 The manner of giving notice and the content of notice must “‘fairly apprise the  
 23 prospective members of the class of the terms of the proposed settlement and of the options  
 24 that are open to them in connection with the proceedings.’” *7-Eleven Owners for Fair*  
 25 *Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1164 (2000) (citation omitted). An  
 26 appropriate notice has a “‘reasonable chance of reaching a substantial percentage of the class  
 27 members.’” *Wershba*, 91 Cal. App. 4th at 251 (citation omitted); *Cellphone Termination*, 186  
 28 Cal. App. 4th at 1392; *see also* Cal. Rules of Court 3.766.

1           The Court has already approved the class notice plan. Notice has been carried out in  
2 accordance with that plan. *See* Keough Decl., ¶¶ 35–36. The notice plan was carefully tailored  
3 to reach Class Members and fairly apprise them of the Settlement. It provided a clear, concise,  
4 and complete explanation of the case, the Settlement terms, the maximum amount Plaintiffs’  
5 Counsel may seek for attorneys’ fees, costs and expenses, the amount of Plaintiff service  
6 awards sought, the date, time, and place of the Fairness Hearing, the steps for Class Members  
7 to follow to opt out or object to the Settlement, and how to submit a claim form. The notice  
8 also described how to appear at the Fairness Hearing to object. *See* Cal. Rules of Court  
9 3.769(f).

10           From third-party discovery obtained by Plaintiffs, approximately 330,000 Class  
11 Members received direct notice by email or mail. Keough Decl., ¶¶ 7–9. Class Notice was also  
12 widely disseminated through print publications and a multi-pronged online advertising  
13 campaign involving targeted search engine, social media advertising, and press releases  
14 delivering tens of millions of digital impressions to potential Class Members. *Id.*, ¶¶ 10–24.  
15 This campaign uses demographic, geographic, and behavioral targeting to reach potential  
16 Class Members in the eight Class States. *Id.*, ¶¶ 11–13. To inform Class Members who might  
17 have moved out of the Class states, an additional AI-driven nationwide campaign was added to  
18 reach potential Class Members who have since relocated outside the Class States. *Id.*, ¶ 15.  
19 Publication notice also included English and Spanish-language press releases, an internet  
20 search campaign, and print placements. *Id.*, ¶¶ 17–22. The Long Form Notice is posted in  
21 English and Spanish on the Settlement Website (JointJuiceSettlement.com), and a toll-free  
22 information line with IVR is also available. *Id.*, ¶¶ 24, 26. As of the date of the Keough  
23 Declaration, the press release alone was picked up 553 times with a potential audience of 97.3  
24 million. *Id.*, ¶ 22. This Class Notice Program readily satisfies California’s notice requirements.  
25 *Wershba*, 91 Cal. App. 4th at 251.

1 **IV. THE FEE AND EXPENSE REQUEST SHOULD BE APPROVED**

2 **A. The Requested Fee Is Reasonable Under the Percentage of Fund Approach**

3 The Court's role in evaluating a fee request is to ensure that the amount is fair and  
 4 reasonable under the circumstances. *Melendres v. L.A.*, 45 Cal. App. 3d 267, 277 (1975). The  
 5 trial court's decision will not be disturbed unless it is clearly wrong. *Laffitte v. Robert Half*  
 6 *Int'l Inc.*, 1 Cal. 5th 480, 503 (2016). Where a settlement establishes a common fund or  
 7 calculable monetary benefit for the class members, the percentage method is often preferred  
 8 because it focuses on the benefit conferred on the class resulting from the efforts of counsel,  
 9 thereby aligning the interests of the class with the interests of counsel. *Id.*; *Lealao v. Beneficial*  
 10 *Cal., Inc.*, 82 Cal. App. 4th 19, 48 (2000); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047  
 11 (9th Cir. 2002).

12 Here, Class Counsel requests \$23,377,138.46 in attorneys' fees, which represents 33%  
 13 of the non-reversionary Settlement Fund. "[A] percentage of 33 1/3 percent of the common  
 14 fund is consistent with, and in the range of, awards in other class action lawsuits." *Laffitte*, 231  
 15 Cal. App. 4th at 878. Indeed, "[e]mpirical studies show that, regardless whether the percentage  
 16 method or the lodestar method is used, fee awards in class actions average around one-third of  
 17 the recovery." *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008); *see also Amaro v.*  
 18 *Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) ("[F]ee awards in class actions  
 19 average around one-third of the recovery"); *Laffitte*, 1 Cal. 5th at 487 (affirming one-third  
 20 award and recognizing it "is within a historical range of 20 to 50 percent of a common  
 21 fund . . ."). One-third is also reasonable because it best reflects the market rate for contingency  
 22 fees. *See Lealao*, 82 Cal. App. 4th at 47 ("attorneys providing the essential enforcement  
 23 services must be provided incentives roughly comparable to those negotiated in the private  
 24 bargaining that takes place in the legal marketplace"); *see also Fernandez v. Victoria Secret*  
 25 *Stores, LLC*, 2008 U.S. Dist. LEXIS 123546, at \*53 n.59 (C.D. Cal. July 21, 2008) ("typical  
 26 contingency fee agreements provide that class counsel will recover 33% if the case is resolved  
 27 before trial") (citing Lester Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers:*  
 28 *Competing Data and Non-Competitive Fees*, 81 WASH. U. L. Q. 653, 659 n. 11); American

1 Bar Association, *Fees and Expenses* (Dec. 3, 2020), [www.americanbar.org](http://www.americanbar.org) (noting  
2 contingency fees are often one-third to 40 percent).

3 In assessing whether the percentage requested is fair and reasonable, courts have  
4 considered the following factors: (1) the result achieved; (2) the skill required and quality of  
5 work by counsel; (3) the risk involved in the litigation and complexity of the issues; (4) the  
6 contingent nature of the fee; and (5) awards made in similar cases. *Ketchum v. Moses*, 24 Cal.  
7 4th 1122, 1132 (2001); *Laffitte*, 1 Cal. 5th at 504; *Vizcaino*, 290 F.3d at 1048–50.

### 8 1. Results Achieved: The Record-Setting Settlement

9 ““Where a plaintiff has obtained excellent results, his attorney should recover a fully  
10 compensatory fee.”” *Hogar Dulce Hogar v. Cmty. Dev. Comm’n of City of Escondido*, 157  
11 Cal. App. 4th 1358, 1369 (2007) (citation omitted). “The overall result and benefit to the class  
12 from the litigation is the most critical factor in granting a fee award.” *In re Omnivision Techs.,*  
13 *Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008); *see also McCown v. City of Fontana*, 565  
14 F.3d 1097, 1102 (9th Cir. 2009) (“The reasonableness of the fee is determined primarily by  
15 reference to the level of success achieved by the plaintiff.”).

16 The Settlement achieved here is exceptional by any measure. It creates a non-  
17 reversionary cash fund of \$70,839,813.53 (approximately \$71 million), which represents more  
18 than **114% of the total retail sales** of Joint Juice products purchased by Class Members in the  
19 Multistate Settlement states. See Blood Preliminary Approval Decl., ¶ 3. This is the largest  
20 recovery ever obtained in a dietary supplement false advertising case. *Id.*

21 The structure of the Settlement further enhances its value. Class Members are entitled  
22 to recover at least **150% of the average retail price** for each unit purchased (\$10 or \$25 per  
23 unit, depending on the product). *Id.*, ¶¶ 3, 39. More than 336,000 Class Members identified  
24 through retailer records will receive automatic cash payments without submitting a claim, and  
25 all Class Members may submit claims for up to six additional purchases without proof of  
26 purchase. These recovery levels exceed what most class members could realistically expect to  
27 recover even after a fully successful trial.

28

1 The Settlement also reflects the culmination of extensive, hard-fought negotiations.  
2 Over the course of the litigation, the Parties participated in seven formal mediation sessions  
3 before six different experienced mediators, in addition to numerous informal settlement  
4 discussions. *Id.*, ¶¶ 6, 30, 63–70. The fact that resolution was not achieved until after years of  
5 litigation, a jury trial, appellate proceedings, and substantial rulings on federal and state court  
6 jurisdiction, summary judgment, judgment on the pleadings, class certification and issue  
7 preclusion underscores both the strength of the claims and the quality of the result ultimately  
8 obtained.

9 The recovery here far exceeds those achieved in comparable cases. The largest prior  
10 settlement in this space—*Yamagata v. Reckitt Benckiser, LLC* (N.D. Cal. 2021)—resulted in a  
11 \$50 million recovery involving more than \$358 million in product sales (a glucosamine  
12 supplement called Move Free Advanced), representing approximately 14% of total sales. By  
13 contrast, the Settlement here exceeds 114% of retail sales, a multiple of the recovery achieved  
14 in *Yamagata*. Other glucosamine or dietary supplement cases have resulted in substantially  
15 smaller recoveries, often with significantly lower per-unit payments and strict proof-of-  
16 purchase requirements. *See* Blood Preliminary Approval Decl., ¶¶ 59–60.

17 The result achieved here is not proportionally just large—it reflects the years of  
18 sustained efforts and perseverance of Class Counsel. This factor strongly supports the  
19 requested fee.

## 20 2. Skill Required and Quality of the Work

21 This litigation required a high degree of skill across multiple disciplines, including  
22 complex class action litigation, scientific and expert-driven false advertising claims, appellate  
23 advocacy, and trial practice—areas in which Plaintiffs’ Counsel have substantial experience  
24 and a demonstrated record of success. *See* Blood Final Approval Decl., ¶¶ 12–14; Iredale  
25 Decl., ¶ 3.

26 Over the course of more than thirteen years, Plaintiffs’ Counsel engaged in extensive  
27 and highly contested litigation at every stage. *See* Blood Preliminary Approval Decl., ¶¶ 12–  
28 29. They reviewed more than 500,000 pages of documents, conducted and defended 64

1 depositions, served 36 third-party subpoenas, and worked with thirteen testifying experts and  
2 additional consultants. *See* Blood Final Approval Decl., ¶ 30. Discovery disputes frequently  
3 required motion practice in multiple jurisdictions, including proceedings to compel testimony  
4 from key witnesses based on newly produced evidence years after earlier depositions.  
5 Plaintiffs' Counsel prepared for trial on three separate occasions (2017, 2022, and 2024) and  
6 ultimately tried the related *Montera* action to a nine-day jury verdict in Plaintiffs' favor. *See*  
7 Blood Preliminary Approval Decl., ¶¶ 5, 8–30.

8 That jury verdict did not end the litigation. Defendant pursued post-trial motions and  
9 appellate proceedings, continued to litigate the parallel *Bland* and *Sonner* actions, and required  
10 Plaintiffs' Counsel to prepare those cases for trial as well. Even on the eve of trial, additional  
11 motion practice—including complex issue-preclusion disputes—was required before  
12 Defendant agreed to resolve the case. *Id.* Achieving a global resolution under these  
13 circumstances required sustained, high-level advocacy over many years.

14 The litigation also required skill in identifying, retaining, and working with leading  
15 scientific experts. Rather than relying on professional litigation experts, Plaintiffs' Counsel  
16 retained Dr. Timothy McAlindon and Dr. Farshid Guilak—widely recognized as among the  
17 most highly cited and influential researchers in the world in rheumatology, cartilage biology,  
18 and joint biomechanics. *See* Blood Final Approval Decl., ¶¶ 45(h)(i)–(ii). These experts are not  
19 career testifying experts, but academic leaders whose research defines the field. Class Counsel  
20 worked closely with them for over nine years to develop and present the scientific case,  
21 including through expert reports, depositions, summary judgment proceedings, and trial. These  
22 efforts were instrumental in successfully litigating and settling these cases.

23 Plaintiffs' Counsel also demonstrated substantial skill in coordinating litigation  
24 strategy across parallel federal and state proceedings over more than a decade.

25 The skill and competence of opposing counsel further supports the requested fee. *See*  
26 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*7–8 (C.D. Cal.  
27 Sept. 20, 2022) (citing *In re Am. Apparel, Inc. S'holder Litig.*, 2014 U.S. Dist. LEXIS 184548,  
28 at \*72 (C.D. Cal. July 28, 2014)). Plaintiffs' Counsel took on and prevailed against a publicly-

1 traded billion-dollar company that was supported by teams of highly experienced class action  
2 and trial attorneys from four AmLaw 100 law firms who vigorously contested the claims at  
3 every stage of the litigation.

### 4 3. The Novelty and Difficulty of Issues

5 The novelty and difficulty of the issues presented in this case strongly support the  
6 requested fee. *Blum v. Stenson*, 465 U.S. 886, 898–99 (1984).

7 This was not a routine false advertising case. Since 2013, it has involved complex and  
8 unsettled questions at the intersection of federal and state law, scientific substantiation, and  
9 preclusion doctrine, many of which were litigated over the course of more than a decade across  
10 multiple courts and levels of review.

11 Moreover, the California sales represented approximately 50% of the retail sales at  
12 issue and were placed in jeopardy after the Ninth Circuit in *Sonner v. Premier Nutrition Corp.*  
13 (2020) affirmed dismissal of the federal California class action on jurisdictional grounds not  
14 previously raised or found by the district court.

15 In practical terms, that decision threatened to eliminate recovery for about half of the  
16 Class. Class Counsel, however, persevered and ultimately revived those claims through a  
17 series of novel and heavily contested proceedings. The day after the Ninth Circuit's decision,  
18 *Sonner* was refiled in state court. What followed was a multi-year effort involving removal,  
19 remand, federal injunction proceedings, and further appellate review. In September 2022, the  
20 Ninth Circuit affirmed denial of Premier's attempt to enjoin the state action, clarified that the  
21 prior dismissal was not on the merits, and left the ultimate claim-preclusion analysis to the  
22 state court. *See Sonner v. Premier Nutrition Corp.*, 49 F.4th 1300 (9th Cir. 2022). The state  
23 court proceedings then required resolution of difficult and unsettled questions concerning the  
24 preclusive effect of a federal diversity judgment and the scope of California's judicial  
25 competency exception. Class Counsel successfully navigated those issues, defeated dispositive  
26 challenges, and ultimately obtained certification of the California class notwithstanding the  
27 prior federal dismissal.

28

1           These issues also generated significant appellate activity in the state courts. After the  
2 trial court denied in part Defendant's motion for judgment on the pleadings, Defendant  
3 petitioned the California Court of Appeal for writ of mandate. The Court of Appeal did not  
4 summarily deny the petition, instead requesting Plaintiffs to oppose the writ and permitted full  
5 briefing before ultimately denying the writ. This sequence—requesting opposition and  
6 considering full briefing before denial—reflects the seriousness and complexity of the issues  
7 presented, which involved unsettled questions of claim preclusion, claim-splitting, and the  
8 effect of federal judgments on parallel state proceedings.

9           The litigation's complexity did not end following the jury verdict in *Montera*.  
10 Defendant continued to vigorously contest liability, replaced its prior counsel and expert  
11 witnesses, relentlessly pursued appellate review (to the United States Supreme Court and New  
12 York's highest court), and mounted new challenges to Plaintiffs' theories of liability, scientific  
13 evidence, and damages. On the eve of trial in *Bland* and *Sonner*, the Ninth Circuit issued its  
14 decision in *Montera*, requiring this Court to address whether the federal verdict would have  
15 issue-preclusive effect in the state proceedings. The parties simultaneously litigated issue  
16 preclusion in federal court as well. This Court ultimately held that *Montera* had preclusive  
17 effect on central issues, including materiality, deception, the valuelessness of the product for  
18 its advertised purpose, and Defendant's First Amendment defenses. These rulings required  
19 careful analysis of complex and fact-specific questions concerning the scope and fairness of  
20 issue preclusion across parallel federal and state proceedings.

21           In addition, the case presented highly contested scientific questions concerning whether  
22 the ingredients in Joint Juice could provide the advertised joint-health benefits. Defendant  
23 vigorously disputed Plaintiffs' expert evidence and challenged the admissibility and reliability  
24 of expert testimony throughout the litigation. Following the *Montera* trial, Defendant retooled  
25 its defense, replaced all of its science, marketing, and damages experts, and required Plaintiffs'  
26 Counsel to prepare anew to address an entirely new set of expert opinions and theories in  
27 advance of the *Sonner* and *Bland* trial.

28

1 This litigation is novel and difficult. The work performed and the outcome strongly  
2 support the requested fee.

#### 3 4. The Contingent Risk Presented

4 Attorneys whose compensation is dependent on success—who take a significant risk of  
5 no compensation—should expect a significantly higher fee than an attorney who is paid a  
6 market rate as the case goes along, win or lose. *Cazares v. Saenz*, 208 Cal. App. 3d 279, 288  
7 (1989); *Greene v. Dillingham Constr., N.A.*, 101 Cal. App. 4th 418, 428–29 (2002)  
8 (“contingent risk is a valid consideration”). As the California Supreme Court explains:

9 A contingent fee must be higher than a fee for the same legal services paid as  
10 they are performed. The contingent fee compensates the lawyer not only for the  
11 legal services he renders but for the loan of those services. The implicit interest  
12 rate on such a loan is higher because the risk of default (the loss of the case,  
which cancels the debt of the client to the lawyer) is much higher than that of  
conventional loans.

13 *Ketchum*, 24 Cal. 4th at 1132–33. Thus, “[i]t has been repeatedly recognized that a contingent  
14 fee may properly provide for a larger compensation than would otherwise be reasonable.”  
15 *Cazares*, 208 Cal. App. 3d at 288 (citations and quotations omitted).

16 Here, Class Counsel prosecuted this action on a purely contingent basis for thirteen  
17 years, investing nearly 19,200 hours of attorney and paralegal hours and advancing nearly two  
18 million dollars in out-of-pocket expenses while bearing the full risk of not recovering  
19 anything. Blood Final Approval Decl., ¶ 39. The requested fee appropriately reflects that  
20 extraordinary risk.

21 The risk undertaken here was further magnified by the structure of Class Counsel’s  
22 practice. Class Counsel is a small, contingency-only firm with fewer than ten attorneys.  
23 Litigating this case for more than thirteen years required dedicating a substantial portion of the  
24 firm’s total attorney time and financial resources to a single matter, while forgoing other  
25 contingent opportunities and revenue-generating work. Blood Final Approval Decl., ¶ 9. This  
26 concentration of risk—both in terms of time and capital—significantly heightened the stakes  
27 of the litigation and further supports the reasonableness of the requested fee.

28

1                                   **5. Awards in Similar Cases**

2                   Plaintiffs' Counsel's fee request is also supported by fee awards in similar cases.  
 3 California courts regularly approve fee awards of approximately one-third of the recovery in  
 4 common fund cases. *See Chavez*, 162 Cal. App. 4th at 66 n.11 ("Empirical studies show that,  
 5 regardless whether the percentage method or the lodestar method is used, fee awards in class  
 6 actions average around one-third of the recovery."). The California Supreme Court has  
 7 likewise confirmed that a 33% award falls well within the accepted range, noting that such  
 8 awards are "within a historical range of 20 to 50 percent of a common fund." *Laffitte*, 1 Cal.  
 9 5th at 487 (awarding 33.33% in a wage and hour class action that lasted over 8 years and  
 10 involved, among other things, extensive discovery, motions for summary judgment, a class  
 11 certification motion, a motion for reconsideration, and two full-day mediations).

12                   Although courts often consider as a factor the fee awards in similar cases, those  
 13 comparisons are of limited utility here because this case is far from typical. Few class actions  
 14 are litigated for more than a decade, proceed to trial not just once but twice, survive multiple  
 15 appeals, and require the resolution of novel issues across parallel federal and state proceedings.  
 16 In fact, class action trials are rare. *See, e.g., Kim v. Jump Trading, LLC*, 2024 U.S. Dist.  
 17 LEXIS 100817, at \*20–21 (N.D. Ill. June 6, 2024) ("complex class actions rarely make it to  
 18 trial and are typically disposed of through initial pleadings, settlement after class certification,  
 19 or summary judgment"); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1299 (11th  
 20 Cir. 1999) ("Rarely do class action litigations proceed to trial."); *Olean Wholesale Grocery*  
 21 *Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 685 (9th Cir. 2022) (Lee, J., dissenting)  
 22 (observing that "class action trials are almost extinct"). Even so, the requested one-third fee  
 23 falls squarely within the accepted range—underscoring that the request is conservative in light  
 24 of the risks undertaken and the result achieved.<sup>3</sup>

25 \_\_\_\_\_  
 26 <sup>3</sup>           *See, e.g., Jiangchen v. Rentech, Inc.*, 2019 U.S. Dist. LEXIS 180474, at \*21 (C.D. Cal.  
 27 Oct. 10, 2019) (securities class action: awarding 33% in fees when the settlement was 10% of  
 28 the maximum damages); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 118064, at \*8 (E.D. Cal.  
 July 26, 2017) (employment class action: awarding 33% in fees when the common fund  
 represent 35% of damages); *Millan v. Cascade Water Servs.*, 2016 U.S. Dist. LEXIS 72198, at  
 \*23 (E.D. Cal. May 31, 2016) (employment class action: awarding 33% in fees when the

1           Accordingly, a fee award representing 33% of the Settlement Fund is well within the  
 2 established range for class action fees and is particularly warranted given the length,  
 3 complexity, risk, and success of this litigation.

4                           **6. The Requested Fee Is Also Reasonable Under the Lodestar Method**

5           Courts often employ a lodestar cross-check to confirm the reasonableness of a  
 6 percentage-based fee. *See Vizcaino*, 290 F.3d at 1050 (lodestar method “provides a check on  
 7 the reasonableness of the percentage award”); *Laffitte*, 1 Cal. 5th at 504–05 (same). Plaintiffs’  
 8 lodestar—based on reasonable hourly rates and reasonably expended time over more than  
 9 thirteen years of litigation—confirms that the requested fee award is well within the range  
 10 approved by California courts.

11           Plaintiffs’ Counsel’s hourly rates have repeatedly been approved in state and federal  
 12 court in and beyond California. *See, e.g., Bronshteyn v. Dep’t of Consumer Affairs*, 114 Cal.  
 13 App. 5th 537, 545 (2025) (rates up to \$1,100); *Turrey v. Vervent, Inc.*, 2025 U.S. Dist. LEXIS  
 14 34876, at \*7–8 (S.D. Cal. Feb. 26, 2025) (finding BHO’s rates “reasonable” and “in line with”  
 15 prevailing market rates); *Clinicomp Int’l, Inc. v. Cerner Corp.*, 2023 U.S. Dist. LEXIS 49033,  
 16 at \*7 (S.D. Cal. Mar. 22, 2023) (citing cases approving rates of \$610–\$1,465); *Montera v.*  
 17 *Premier Nutrition Corp.*, 2023 U.S. Dist. LEXIS 137187, at \*9 (N.D. Cal. Aug. 7, 2023)  
 18 (observing that Plaintiffs’ Counsel’s hourly rates “are consistent with those of many similar  
 19 firms in this District”), *aff’d, Montera v. Premier Nutrition Corp.*, No. 23-16162, 2025 U.S.

20  
 21  
 22 settlement amount was approximately 25% of the maximum recovery); *Boyd v. Bank of Am.*  
 23 *Corp.*, 2014 U.S. Dist. LEXIS 162880, at \*14 (C.D. Cal. Nov. 18, 2014) (employment class  
 24 action: awarding 33% in fees when the common fund represents 36% of damages); *Moreyra v.*  
 25 *Fresenius Med. Care Holdings, Inc.*, 2013 U.S. Dist. LEXIS 201983, at \*6 (C.D. Cal. Aug. 7,  
 26 2013) (employment class action: awarding 33% in fees when the common fund represents  
 27 32% of damages); *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 450 (E.D. Cal.  
 28 2013) (collecting cases granting approximately 33% of the gross fund); *Smith v. CRST Van*  
*Expedited, Inc.*, 2013 U.S. Dist. LEXIS 6049, at \*13 (S.D. Cal. Jan. 14, 2013) (awarding fees  
 of 33 1/3% and noting that “[u]nder the percentage method, California has recognized that  
 most fee awards based on either a lodestar or percentage calculation are 33 percent”) (citing *In*  
*re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556 n. 13 (2009)); *Attia v. Neiman*  
*Marcus Group*, 2019 U.S. Dist. LEXIS 240240, at \*22 (C.D. Cal. Feb. 25, 2019) (awarding 33  
 1/3% in fees and collecting cases awarding the same percentage); *Testone v. Barlean’s*  
*Organic Oils, LLC*, 2023 U.S. Dist. LEXIS 37308, at \*15 (S.D. Cal. Mar. 6, 2023) (consumer  
 fraud class action: awarding 33% in fees when settlement was 57% of potential damages).

1 App. LEXIS 1812 (9th Cir. Jan. 28, 2025); Blood Final Approval Decl., ¶¶ 35–38; Iredale  
2 Final Approval Decl., ¶ 10; Declaration of Adam R. Pulver, ¶¶ 10–12.

3 Plaintiffs' Counsel's total requested fees in this action and *Montera* reflect a multiplier  
4 of 2.0 of Plaintiffs' Counsel's total lodestar. When excluding all hours considered in the  
5 *Montera* fee proceedings, the fee requested in this action represents a 3.1 multiplier. *See* Blood  
6 Final Approval Decl., ¶ 47. Each is well within the range approved in complex, contingent  
7 litigation, particularly where counsel achieved exceptional results after years of high-risk  
8 litigation. *See Wershba*, 91 Cal. App. 4th at 255 (multipliers “can range from 2 to 4 or even  
9 higher”); *Chavez*, 162 Cal. App. 4th at 66 (2.53 multiplier is in “line with prevailing case  
10 law”); *Sternwest Corp. v. Ash*, 183 Cal. App. 3d 74, 76 (1986) (remanded with directions “to  
11 enhance the lodestar award by such factor (two, three, four or otherwise”); *Sutter Health*  
12 *Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (affirming 2.52 multiplier);  
13 *Lealao*, 82 Cal. App. 4th at 45–46, 49–50 (lodestar may be adjusted by a multiplier to reflect  
14 the results obtained and to align the fee with market rates in comparable litigation); *Vizcaino*,  
15 290 F.3d at 1051 n.6 (finding multiples ranging from one to four are frequently applied in  
16 common fund cases). The effective multiplier will decrease further as Class Counsel continue  
17 to implement the Settlement. Accordingly, the lodestar cross-check confirms that the requested  
18 fee is reasonable.

19 **B. THE EXPENSE REQUEST IS FAIR AND REASONABLE**

20 Courts routinely allow recovery of reasonable litigation costs in class actions. *See*  
21 *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977); *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir.  
22 2003); *Rider v. San Diego*, 11 Cal. App. 4th 1410, 1424 n.6 (1992). “Attorneys may recover  
23 their reasonable expenses that would typically be billed to paying clients in non-contingency  
24 matters.” *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1048 (N.D. Cal. 2007); *see also*  
25 *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).

26 Here, and separate from any expenses sought or awarded in *Montera*, Plaintiffs'  
27 Counsel have incurred \$782,417.94 in litigation expenses reasonably necessary to prosecute  
28 this action over more than thirteen years. Blood Final Approval Decl., ¶¶ 42–46; Iredale Final

1 Approval Decl., ¶ 12. The expenses include mediation fees, filing fees, expert and consultant  
 2 costs, travel, depositions, court reporting and transcripts, online legal research, issuance of the  
 3 Court-ordered notice of pendency in *Bland* and *Sonner*, electronic discovery management and  
 4 platforms, photocopying, and postage. Blood Final Approval Decl., ¶¶ 43–44 and Exs. 3–16.<sup>4</sup>

5 All these expenses were reasonably and necessarily incurred and are the type of  
 6 expense typically billed to paying clients in the marketplace. *See, e.g., Destefano v. Zynga,*  
 7 *Inc.*, 2016 U.S. Dist. LEXIS 17196, at \*72–73 (N.D. Cal. Feb. 11, 2016) (“courts throughout  
 8 the Ninth Circuit regularly award litigation costs and expenses—including photocopying,  
 9 printing, postage, court costs, research on online databases, experts and consultants, and  
 10 reasonable travel expenses—in [] class actions, as attorneys routinely bill private clients for  
 11 such expenses in non-contingent litigation”); *Ramirez v. Rite Aid Corp.*, 2022 U.S. Dist.  
 12 LEXIS 109069, at \*26 (C.D. Cal. May 3, 2022) (same and also reimbursing for class notice,  
 13 deposition and mediation fees).

14 The requested costs were reasonably incurred in litigating this complex, long-running  
 15 action. The Court should approve the requested expense reimbursement award of \$782,417.94.

#### 16 **V. THE SERVICE AWARDS ARE REASONABLE AND APPROPRIATE**

17 Courts regularly approve service awards to compensate named plaintiffs for the time,  
 18 effort, and risks they undertake in class action litigation. *Rodriguez v. West Publ’g Corp.*, 563  
 19 F.3d 948, 958 (9th Cir. 2009). Here, Class Counsel requests a \$10,000 service award for each  
 20 of the Class Representatives, which Defendant does not oppose.

21 While this Court’s benchmark for service awards is \$7,500, the requested \$10,000  
 22 awards are warranted here given the substantial and sustained efforts of the Class  
 23 Representatives over the unusually long duration of this litigation. As reflected in their  
 24 declarations attached as Exhibit 1 to the Blood Final Approval Declaration, the Class  
 25 Representatives devoted significant time and effort over many years—ranging from  
 26

27 <sup>4</sup> In addition to evidence in the form of sworn declarations, Plaintiffs’ Counsel submits  
 28 itemized ledgers of these costs, as well as invoices and receipts substantiating these  
 expenditures. *See* Blood Final Approval Decl. at Exs. 3–16; Iredale Final Approval Decl., Ex.  
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1 approximately six to more than eleven years of involvement. One Class Representative,  
2 Kathleen Sonner, has actively participated in this litigation since 2014. *Id.* The remaining  
3 Class Representatives likewise devoted years to this case, many for seven to nine years.

4 Across that time, the Class Representatives were actively involved in the prosecution  
5 of the case. They participated in numerous communications with counsel, reviewed pleadings  
6 and discovery, and responded to written discovery, including searching for documents and  
7 verifying sworn responses under penalty of perjury. They prepared for and sat for depositions,  
8 which required extensive preparation and the disclosure of personal and medical information.

9 Notably, several Class Representatives were required by Defendant to travel significant  
10 distances—often across the country—to attend their depositions. Some prepared to testify at  
11 trial, including arranging time away from work and participating in trial preparation sessions  
12 with counsel as the trials approached.

13 These efforts were not perfunctory. Most of the Class Representatives had never before  
14 participated in a lawsuit or been deposed and none had been class representatives, yet they  
15 remained actively involved for years, understood their obligations to the Class, and were  
16 prepared to see the case through trial. They also assumed the risks associated with public  
17 identification and participation in highly contested litigation against a well-resourced  
18 defendant.

19 Courts frequently approve \$10,000 service awards in cases involving comparable or  
20 lesser effort. *See, e.g., In re Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1394–  
21 95 (2010) (approving \$10,000).<sup>5</sup> Given the duration of the case, the extent of the Class

22  
23 <sup>5</sup> *See also China Agritech, Inc. v. Resh*, 138 S. Ct. 1800, 1811 n.7 (2018). (class  
24 representative may obtain incentive award of up to \$25,000); *Galeener v. Source Refrigeration*  
25 *& HVAC, Inc.*, No. 3:13-cv-04960-VC, 2015 U.S. Dist. LEXIS 193096, at \*7–8 (N.D. Cal.  
26 Aug. 21, 2015) (collecting cases and holding that service awards of \$27,000, \$25,000,  
27 \$15,000, and \$2,000 were “fair and reasonable”); *Garner v. State Farm Mut. Auto. Ins. Co.*,  
28 No. CV 08 1365 CW (EMC), 2010 U.S. Dist. LEXIS 49477, at \*47 (N.D. Cal. Apr. 22, 2010)  
(compiling cases and holding service awards of \$20,000 were “well justified”); *Glass v. UBS*  
*Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, at \*52 (N.D. Cal. Jan. 26, 2007) (approving \$25,000  
awards to each of four representatives whose efforts were supported by class counsel’s  
declaration); *In re Animation Workers*, 2016 U.S. Dist. LEXIS 156720, at \*29 (\$10,000  
service awards to plaintiffs who were deposed, responded to discovery, and reviewed

1 Representatives' involvement—including cross-country travel, discovery obligations, and trial  
2 preparation—and the exceptional procedural history of this litigation, the requested awards are  
3 reasonable and appropriate.

4 The aggregate of the requested service awards constitute 0.1% of the Settlement  
5 Amount, further confirming their reasonableness. *See Cabrales v. BAE Sys. San Diego Ship*  
6 *Repair, Inc.*, 2025 U.S. Dist. LEXIS 142980, at \*48–49 (S.D. Cal. July 25, 2025) (\$20,000  
7 awards to class representatives involved for several years, sat for deposition, maintained in  
8 regular contact with counsel—“Furthermore, the aggregate amount of the proposed service  
9 awards represents less than one percent” of the settlement).

10 **VI. CONCLUSION**

11 For the foregoing reasons, Plaintiffs respectfully request that the Court grant this  
12 motion and enter the concurrently submitted proposed order granting final approval of the  
13 Settlement, awarding the proposed attorneys' fees and costs award, and the Class  
14 Representatives' service awards. Plaintiffs' Counsel further requests that although this Court  
15 generally requires a ten percent hold back, given Plaintiffs' Counsel's demonstrated and  
16 sustained commitment to this litigation, the Court's traditional fee hold-back should be  
17 waived.

18  
19 Dated: March 20, 2026

Respectfully submitted,  
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27 pleadings); *In re NCAA*, 2017 U.S. Dist. LEXIS 201108, at \*26 (approving \$20,000 awards to  
28 class representatives who had their depositions taken, searched for and produced documents,  
and conferred with counsel throughout litigation spanning several years).

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1 **CERTIFICATE OF SERVICE**

2 ***Patricia Bland; Edward White v. Premier Nutrition Company, LLC***  
Alameda County Superior Court, Case No. RG19002714

3 ***Kathleen Sonner v. Premier Nutrition Company, LLC***  
4 Alameda County Superior Court, Case No. RG20072126

5 I hereby certify that on March 20, 2026, I electronically filed the foregoing with the  
6 Clerk of the Court using One Legal Online Court Services, and electronically served the  
7 foregoing upon the attorney(s) of record for each party in this case at the e-mail address(es)  
8 registered for such service through One Legal Online Court Services, addressed as follows:

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22 Parties may access this filing through the Court’s website.

23 I certify under penalty of perjury that the foregoing is true and correct. Executed on  
24 March 20, 2026.

25 *s/ Janet Kohnenberger*

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