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**FILED**  
Superior Court of California  
County of Alameda

05/26/2026

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy  
E. Zhong

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA – NORTHERN DIVISION**

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

Plaintiff,

v.

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

Defendant.

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

Assigned for All Purposes to:  
Honorable Michael Markman  
Department 1

**CLASS ACTION**

**~~[PROPOSED]~~ FINAL APPROVAL  
ORDER AND JUDGMENT**

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

1 WHEREAS, this matter came on for a Final Approval Hearing on May 5, 2026. The  
2 Court has considered the Settlement Agreement filed October 23, 2025, (the “Settlement”).

3 WHEREAS, on January 15, 2019, plaintiff Patricia Bland filed a class action complaint  
4 against Premier in the Superior Court for the State of California, County of Alameda captioned  
5 *Bland v. Premier Nutrition Corp.*, Case No. RG 19002714, on behalf of herself and all other  
6 consumers who purchased Joint Juice in California. On September 1, 2020, following the Ninth  
7 Circuit’s ruling affirming dismissal of the plaintiff Kathleen Sonner’s action for lack of federal  
8 jurisdiction, plaintiff Sonner filed a class action complaint against Premier in the Superior Court  
9 for the State of California, County of Alameda captioned *Sonner v. Premier Nutrition Corp.*,  
10 Case No. RG 20072126, on behalf of herself and all other consumers who purchased Joint Juice  
11 in California from March 1, 2009 until June 20, 2016. Throughout 2016, seven related class  
12 actions were filed against Premier Nutrition in the United States District Court for the Northern  
13 District of California on behalf of proposed classes of consumers who purchased Joint Juice in  
14 Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan and Pennsylvania.<sup>1</sup> Plaintiffs  
15 successfully moved for class certification in each of these nine related actions. A Second  
16 Amended Complaint in *Bland* was filed to include these Plaintiffs and their causes of action.

17 WHEREAS, the Parties have engaged in substantial litigation and discovery over the  
18 past 12 years of litigation, including issuance of nearly 100 orders over the course of the  
19 litigation involving disputed motions for class certification, motions for summary judgment and  
20 judgment on the pleadings, a motion to dismiss, motions for decertification, motions to stay, a  
21 jury trial and verdict in the related case of *Montera v. Premier Nutrition Corp.*, Case No. 3:16-  
22 cv-06980 (N.D. Cal.), followed by post-trial motions including a motion for a new trial and  
23 motions for judgment as a matter of law, expert discovery, *Daubert* and *Sargon* motions,  
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25 <sup>1</sup> The related federal actions are *Schupp v. Premier Nutrition*, Case No. 3:17-cv-000054-  
26 RS (N.D. Cal.), (Massachusetts Class); *Spencer v. Premier Nutrition*, Case No. 3:16-cv-07090-  
27 RS (N.D. Cal.) (Maryland Class); *Simmons v. Premier Nutrition*, Case No. 3:16-cv-07078-RS  
28 (N.D. Cal.) (Michigan Class); *Dent v. Premier Nutrition*, Case No. 3:16-cv-06721-RS (N.D.  
Cal.) (Illinois Class); *Ravinsky v. Premier Nutrition*, Case No. 3:16-cv-06704-RS (N.D. Cal.),  
(Pennsylvania Class); *Lux v. Premier Nutrition*, Case No. 3:16-cv-06703-RS (N.D. Cal.)  
(Connecticut Class); *Caiazzo v. Premier Nutrition*, Case No. 3:16-cv-06685-RS (N.D. Cal.)  
(Florida Class).

1 motions in limine, complete trial preparation and related motion practice and expert witness  
2 work in *Bland* and *Sonner*, and motions for issue preclusion in *Bland*, *Sonner*, and *Dent*. There  
3 has been substantial appellate work, including five appeals to the Ninth Circuit, a request to  
4 certify question to the California Supreme Court filed with the Ninth Circuit, a request to certify  
5 questions to the New York Court of Appeals filed with the Ninth Circuit, a petition for en banc  
6 rehearing with the Ninth Circuit, a motion to stay the mandate filed with the Ninth Circuit, a  
7 petition for a writ of certiorari in the United States Supreme Court, and a petition for writ of  
8 mandate with the California Court of Appeals. In the course of litigation, Plaintiffs' Counsel,  
9 (1) conducted and defended 64 depositions, including those of Premier's corporate designees,  
10 its CEO (on two occasions and as a live witness at trial), current and former marketing,  
11 operations, and science employees, and scientific, marketing and damages-related experts; (2)  
12 reviewed over 500,000 pages of documents produced by Premier; and (3) served 36 subpoenas  
13 on third parties with involvement in marketing and retail sales issues who produced thousands  
14 of pages of documents. Plaintiffs' Counsel also responded to discovery served on Plaintiffs,  
15 defended the depositions of twelve named plaintiffs whose testimony was used throughout the  
16 litigation, and worked with more than eleven of their own expert witnesses and additional  
17 consultants to prepare for class certification, summary judgment, and trial, including preparing  
18 and exchanging expert reports and conducting and defending expert depositions. 48 expert  
19 reports or declarations were exchanged by the parties at various stages of the litigation. Trial  
20 and full preparation for trials happened three times. In 2017, the Parties prepared the *Sonner*  
21 case for trial, which was originally set for trial that year. In 2022, the Parties prepared and tried  
22 *Montera* for nine days before a jury in the District Court. In 2024, the Parties prepared the *Bland*  
23 and *Sonner* actions for trial, which commenced and was stayed on August 6, 2024, in light of  
24 the Ninth Circuit decision in *Montera*. Trial in those cases was to reconvene in late fall. A jury  
25 trial in *Dent* was scheduled in the District Court to begin in February 2026.

26 WHEREAS, the Parties participated in seven formal and numerous informal mediation  
27 and settlement negotiation sessions with six different neutrals, including before Martin Quinn,  
28 Esq. at JAMS on December 3, 2013, the Honorable Carl West (Ret.) at JAMS on April 9, 2015,

1 the Honorable Layn Phillips (Ret.) at Phillips ADR on September 24, 2020, Scott S. Markus,  
2 Esq. at Signature Resolution on April 8, 2024, the Honorable James Reilly on June 24, 2024 and  
3 July 10, 2024, and the Honorable Brad Seligman on June 23, 2025. At the end of the full-day  
4 mediation with Judge Seligman, a mediator's proposal was delivered, which the Parties  
5 subsequently accepted. Throughout the course of mediation efforts, the Parties were  
6 simultaneously engaging in the discovery and litigation efforts described above.

7 WHEREAS, the Settlement consists of a \$70,839,813.53 common Settlement Fund. This  
8 all-cash, non-reversionary common fund will be distributed to provide the Cash Payment to  
9 Class Members, to compensate Plaintiffs' Counsel their fees and expenses, as awarded by the  
10 Court, to pay Class Representative service awards, as awarded by the Court, to pay the Court-  
11 appointed Settlement Administrator for notice and settlement administration costs, and to  
12 distribute any remainder, thereafter, if any, to the Cy Pres Recipient.

13 WHEREAS, a hearing was held before this Court on Plaintiffs' Motion for Preliminary  
14 Approval. The Court granted the motion. Before the Court is the last stage of the settlement  
15 approval process: final approval of the Settlement. Plaintiffs have also moved for approval of  
16 attorneys' fees and expenses and service awards for the Class Representatives.

17 WHEREAS, at the final approval hearing, Blood Hurst & O'Reardon, LLP appeared for  
18 Plaintiffs and the Class, and Faegre Drinker Biddle & Reath, LLP appeared for Defendant.

19 WHEREAS, an opportunity to be heard having been given to all other persons desiring  
20 to be heard as provided in the Class Notice and having considered all of the submissions and  
21 arguments, and otherwise being fully informed, and good cause appearing therefore,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

- 23 1. Plaintiffs' Motion for Final Approval of Class Action Settlement is GRANTED.
- 24 2. This Final Approval Order and Judgment incorporates herein and makes a part  
25 hereof, the Settlement Agreement (including its exhibits) and the Preliminary Approval Order.  
26 Unless otherwise provided herein, the terms defined in the Settlement Agreement and  
27 Preliminary Approval Order shall have the same meanings for purposes of this Order and  
28 Judgment.

1           3.       The Court has subject matter jurisdiction over this matter including, without  
2 limitation, jurisdiction to approve the Settlement Agreement, to settle and release all claims  
3 released in the Settlement Agreement, and to enter Judgment. The Court has personal  
4 jurisdiction over Defendant, Plaintiffs, and the Class Members.

5           4.       Pursuant to Code of Civil Procedure § 382, California Rules of Court, rules  
6 3.760-3.77, and Civil Code § 1781, the Court certifies the following Class, which is consistent  
7 with the certification orders previously made by this Court and the United States District Court  
8 for the Northern District of California:

9           All people who purchased any Joint Juice product in any of the following states  
10          and during the following Class Periods:

- 11           • California on or after March 1, 2009, until December 31, 2022;
- 12           • Connecticut on or after November 18, 2013, until December 31, 2022;
- 13           • Florida on or after November 18, 2012, until December 31, 2022;
- 14           • Illinois on or after November 21, 2013, until December 31, 2022;
- 15           • Maryland on or after December 12, 2013, until December 31, 2022;
- Massachusetts on or after January 1, 2013, until December 31, 2022;
- Michigan on or after December 12, 2010, until December 31, 2022; or
- Pennsylvania on or after November 18, 2010, until December 31, 2022.

16          Excluded from the Class are: (a) Defendant, its officers, directors and  
17 employees, affiliates and affiliates' officers, directors and employees; (b) Class  
18 Counsel; (c) judicial officers and their immediate family members and  
19 associated court staff assigned to this case; (d) persons or entities who  
purchased Joint Juice for resale; and (e) persons who timely and properly  
exclude themselves from the Class.

20          5.       The Court finds Plaintiffs Kathleen Sonner, Patricia Bland, Edward White, Susan  
21 Caiazzo, Annette Ravinsky, Donna Lux, Sandra Dent, Marilyn Spencer, Mary Trudeau, and  
22 Beverly Avery are members of the Class, their claims are typical of the Class, and they fairly  
23 and adequately protected the interests of the Class throughout their involvement in this Action.  
24 *Medrazo v. Honda of North Hollywood*, 166 Cal. App. 4th 89, 99 (2008); *Wershba v. Apple*  
25 *Computer*, 91 Cal. App. 4th 224, 238 (2001); *Daniels v. Centennial Group, Inc.*, 16 Cal. App.  
26 4th 467, 473 (1993); *Lazar v. Hertz*, 143 Cal. App. 3d 128, 141–142 (1983); *McGhee v. Bank of*  
27 *America*, 60 Cal. App. 3d 442, 450 (1976). Accordingly, the Court hereby appoints Kathleen  
28 Sonner, Patricia Bland, Edward White, Susan Caiazzo, Annette Ravinsky, Donna Lux, Sandra

1 Dent, Marilyn Spencer, Mary Trudeau, and Beverly Avery as Class Representatives for the  
2 Class.

3 6. The Court finds that the Class meets all requirements for certification of the  
4 claims alleged, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the  
5 class representatives and Class Counsel; (e) predominance of common questions of fact and law  
6 among the Class; (f) superiority; and (g) ascertainability. *See Bland v. Premier Nutrition*  
7 *Company, LLC*, No. RG19002714, order dated July 22, 2020 (granting class certification);  
8 *Sonner v. Premier Nutrition Company, LLC*, No. RG20072126, order dated November 9, 2023  
9 (granting class certification).<sup>2</sup>

10 7. Finding that they are qualified, experienced, and possess the abilities to fairly and  
11 adequately conduct this litigation and represent the interests of the Class, the Court makes final  
12 its appointment of Timothy G. Blood and Thomas J. O’Reardon II of Blood Hurst & O’Reardon,  
13 LLP as Class Counsel to represent the Class Members. *Miller v. Woods*, 148 Cal. App. 3d 862,  
14 874 (1983); *McGhee*, 60 Cal. App. 3d at 450. Class Counsel from Blood Hurst & O’Reardon,  
15 LLP are qualified and experienced in class action litigation, including in prosecuting false  
16 advertising cases, and they have been actively involved in the prosecution of these related  
17 actions since 2013. *See Bland v. Premier Nutrition Company, LLC*, No. RG19002714 (March  
18 9, 2020, Declaration of Timothy G. Blood in Support of Plaintiff’s Motion for Class  
19 Certification, at ¶¶ 4–7 (discussing experience and qualifications) and Ex. 101 thereto (Blood  
20 Hurst & O’Reardon, LLP firm resume)).

21 8. The Court finally confirms appointment of JND Legal Administration as the  
22 Settlement Administrator. All fees and costs associated with the Class Notice Program and  
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25 <sup>2</sup> *See also Schupp v. Premier Nutrition*, Case No. 3:17-cv-000054-RS (N.D. Cal.), Docket  
26 No. 78 (certifying Massachusetts Class); *Spencer v. Premier Nutrition*, Case No. 3:16-cv-07090-  
27 RS (N.D. Cal.), Docket No. 76 (certifying Maryland Class); *Simmons v. Premier Nutrition*, Case  
28 No. 3:16-cv-07078-RS (N.D. Cal.), Docket No. 78 (certifying Michigan Class); *Dent v. Premier*  
*Nutrition*, Case No. 3:16-cv-06721-RS (N.D. Cal.), Docket No. 82 (certifying Illinois Class);  
*Ravinsky v. Premier Nutrition*, Case No. 3:16-cv-06704-RS (N.D. Cal.), Docket No. 82  
(certifying Pennsylvania Class); *Lux v. Premier Nutrition*, Case No. 3:16-cv-06703-RS (N.D.  
Cal.), Docket No. 80 (certifying Connecticut Class); *Caiazzo v. Premier Nutrition*, Case No.  
3:16-cv-06685-RS (N.D. Cal.), Docket No. 82 (certifying Florida Class).

1 claims administration shall be paid from the Settlement Fund, as set forth in the Settlement  
2 Agreement. The Settlement Administrator is directed to perform all responsibilities assigned in  
3 the Settlement Agreement.

4 9. The Court finds that the persons excluded from the Class because they filed valid  
5 requests for exclusion (“Opt-Outs”) are identified in Exhibit A to this Order. These Class  
6 Members who filed timely, valid Opt-Outs are not bound by this Order and the accompanying  
7 Final Judgment or the terms of the Settlement Agreement and may pursue their own individual  
8 remedies against Defendant. However, such persons are not entitled to any rights or benefits  
9 provided to Class Members by the terms of the Settlement Agreement.

10 10. The Court directed that Class Notice be given to the Class Members pursuant to  
11 the notice program proposed by the Parties and approved by the Court. In accordance with the  
12 Court’s Preliminary Approval Order and the Court-approved Class Notice Program, the  
13 Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The  
14 Class Notice advised Class Members of the terms of the Settlement Agreement; the Final  
15 Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out  
16 of, the Class and to object to the Settlement Agreement; procedures for exercising such rights;  
17 and the binding effect of this Order and accompanying Final Judgment, whether favorable or  
18 unfavorable, to the Class.

19 11. The distribution of the Class Notice pursuant to the Class Notice Program (1)  
20 constituted the best notice practicable under the circumstances; (2) constituted notice that was  
21 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency  
22 of the Action, their right to object to or exclude themselves from the proposed Settlement, and  
23 their right to appear at the Final Approval Hearing; (3) was reasonable and constituted due,  
24 adequate, and sufficient notice to all persons entitled to receive notice; and (4) fully satisfied the  
25 requirements of California Rules of Court, Rule 3.769(f), the requirements of due process, and  
26 any other applicable law.

27 ///

28 ///

1           12.     The Court finds after a hearing and based upon all submissions of the Parties and  
2 interested persons, the Settlement Agreement proposed by the Parties is fair, reasonable, and  
3 adequate. *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117–1118 (2009); *Dunk*  
4 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1800–1801 (1996). In reaching this conclusion, the  
5 Court considered the record in its entirety and heard the arguments of counsel for the Parties and  
6 all other persons seeking to comment on the proposed Settlement Agreement. In addition, the  
7 Court has considered a number of factors, including: (1) the complexity, expense, and likely  
8 duration of the litigation; (2) the reaction of the Class Members to the Settlement Agreement;  
9 (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of  
10 establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class  
11 action through the trial; (7) the ability of Defendant to withstand a greater judgment; (8) the  
12 reasonableness of the relief provided by the Settlement Agreement in light of the best possible  
13 recovery; and (9) the experience and views of counsel involved. *Wershba*, 91 Cal. App. 4th at  
14 244–245. The lack of any objections by Class Members and the low number of exclusion  
15 requests further supports approval of the Settlement. *See 7-Eleven Owners for Fair Franchising*  
16 *v. Southland Corp.*, 85 Cal. App. 4th 1135, 1153 (2000); *Carter v. City of Los Angeles*, 224 Cal.  
17 App. 4th 808, 822 (2014). The Court has independently evaluated the fairness of the Settlement  
18 based on the record before it. *See Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129  
19 (2008).

20           13.     The terms and provisions of the Settlement Agreement are the product of lengthy,  
21 hard-fought, arms-length negotiations conducted in good faith at various, critical stages of the  
22 litigation since 2013, and with the assistance of experienced mediators: Martin Quinn, Esq., the  
23 Honorable Carl West (Ret.), the Honorable Layn Phillips (Ret.), Scott S. Markus, Esq., the  
24 Honorable James Reilly, and the Honorable Brad Seligman. *See Wershba*, 91 Cal. App. 4th at  
25 245 (affirming approval of settlement as fair and reasonable, and noting: “The settlement was  
26 the product of extensive and hard-fought adversarial negotiations between the parties. Two well-  
27 respected retired judges served as neutral mediators during critical stages of the negotiations.  
28 The parties engaged in discovery for a number of months both before and during the settlement

1 negotiations.”). Approval of the Settlement Agreement will result in substantial savings of time,  
2 money and effort to the Court and the Parties, and will further the interests of justice.

3 14. All Class Members who have not timely and validly opted out are Class Members  
4 who are bound by this Final Approval Order and Judgment and by the terms of the Settlement  
5 Agreement.

6 15. Nothing in the Settlement Agreement, this Final Approval Order and Judgment,  
7 or the fact of the settlement constitutes any admission by any of the Parties of any liability,  
8 wrongdoing or violation of law, damages or lack thereof, or of the validity or invalidity of any  
9 claim or defense asserted in the action.

10 16. The Court has considered the submissions by Class Counsel and all other relevant  
11 factors, including the result achieved and the efforts of Class Counsel and the other Plaintiffs’  
12 Counsel in prosecuting the claims on behalf of the Class. The efforts of Class Counsel and the  
13 other Plaintiffs’ Counsel have produced the Settlement Agreement entered into in good faith,  
14 and which provides a fair, reasonable, adequate, and certain result for the Settlement Class. Class  
15 Counsel have made application for an award of attorneys’ fees and reimbursement of expenses  
16 in connection with the prosecution of the action on behalf of themselves and the other Plaintiffs’  
17 Counsel. Class Counsel have requested a fee award of 33% of the Settlement Fund. This amount  
18 is fair, reasonable, and adequate under the common fund doctrine, the range of awards ordered  
19 in this State, the excellent results obtained, the substantial risk borne by Class Counsel and the  
20 other Plaintiffs’ Counsel in litigating this matter, the degree of skill and quality of work  
21 performed, the financial burden imposed by the contingency basis of Class Counsel’s and the  
22 other Plaintiffs’ Counsel’s representation of Plaintiffs and the Class, and the additional work  
23 required of Class Counsel and the other Plaintiffs’ Counsel to bring this Settlement to  
24 conclusion. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 504 (2016) (affirming award of  
25 33% of the gross settlement fund and holding that the trial court was permitted to “us[e] a  
26 percentage method for its primary calculation of the fee award”); *Amaro v. Anaheim Arena  
27 Management, LLC*, 69 Cal. App. 5th 521, 545 (2021) (“[F]ee awards in class actions average  
28 around one-third of the recovery”) (quoting *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66

1 n.11 (2008)). The Court finds the fee award is further supported by a lodestar crosscheck,  
2 whereby it finds that the hourly rates of Plaintiffs' Counsel are reasonable, and that the hours  
3 expended were reasonable. Accordingly, the Court hereby awards \$23,377,138.46 as attorneys'  
4 fees to be paid from the Settlement Fund in accordance with the terms of the Settlement  
5 Agreement. Class Counsel shall be responsible for distributing and allocating the attorneys' fees  
6 and expenses award to Plaintiffs' Counsel in their sole discretion.

7 17. Class Counsel have also made application for an award of litigation expenses in  
8 connection with the prosecution of the action on behalf of themselves and the other Plaintiffs'  
9 Counsel. Finding that such expenses were reasonably and necessarily incurred in prosecuting  
10 the action on behalf of the Class, the Court finally approves Class Counsel's request for litigation  
11 expenses in the amount of \$782,417.94, which is to be paid from the Settlement Fund in  
12 accordance with the terms of the Settlement Agreement. *See In re Immune Response Sec. Litig.*,  
13 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (approving as reasonable, necessary and the  
14 following types of expenses charged to fee paying clients: travel and meals, photocopies,  
15 postage, filing fees, online legal research, and messenger services).

16 18. Further, the Court approves service awards of \$10,000 each for Plaintiffs  
17 Kathleen Sonner, Patricia Bland, Edward White, Susan Caiazzo, Annette Ravinsky, Donna Lux,  
18 Sandra Dent, Marilyn Spencer, Mary Trudeau, and Beverly Avery. The Class Representatives  
19 participated and provided material support over the course of this lengthy litigation, including  
20 responding to discovery requests, reviewing documents and pleadings, preparing for and  
21 testifying at their depositions, acting to protect the Class, and assisting their counsel. *See*  
22 *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1395 (2010) (approving \$10,000  
23 incentive awards to each class representative). These service awards, which are fair, reasonable,  
24 and justified, are to be paid in accordance with the terms of the Settlement Agreement.

25 19. The Court has considered all relevant factors and pursuant to CCP § 384 hereby  
26 approves the Rheumatology Research Foundation as the designated *cy pres* recipient of any  
27 unpaid cash residue and unclaimed or abandoned monies (if any) remaining after the negotiation  
28 period of the Cash Payments in accordance with the Settlement Agreement. *In re Microsoft I-V*

1 *Cases*, 135 Cal. App. 4th 706, 723–24 (2006). Such remaining monies shall be distributed, to  
2 the fullest extent possible, to the designated *cy pres* recipient in a manner to further the purposes  
3 of the underlying Action—promoting scientific research in the field of osteoarthritis and  
4 musculoskeletal disease.

5 20. Judgment is hereby entered on the Settlement, fully and finally resolving this  
6 action and all Released Claims against each and all Released Parties, with prejudice and without  
7 costs to any of the Parties as against the others. All Releasing Parties are bound by this Final  
8 Approval Order and are forever enjoined from prosecuting in any forum any Released Claims  
9 against any of the Released Parties.

10 21. Without affecting the finality of this Order and Judgment, the Court retains  
11 jurisdiction over the implementation, administration, and enforcement of the Settlement  
12 Agreement, this Order, and all matters ancillary thereto, pursuant to California Rule of Court  
13 3.769(h).

14 22. The Court finds that there is no just reason for delay in entering this Final  
15 Approval Order and Judgment. Having met all applicable requirements of California Rule of  
16 Court 3.769, pursuant to California Rule of Court 3.769(h), the Clerk is directed to enter  
17 Judgment forthwith in the above-captioned matters.

18 23. The Parties and the Settlement Administrator are hereby directed and authorized  
19 to implement and consummate the Settlement according to the terms and provisions of the  
20 Settlement Agreement. In addition, the Parties, without further approval of the Court, are  
21 authorized to agree to and adopt such amendments and modifications to the Settlement  
22 Agreement so long as they are: (i) consistent in all material respects with this Final Approval  
23 Order and Judgment; and (ii) do not limit the rights of the Class.

24 24. In the event the Effective Date does not occur, this Final Approval Order and  
25 Judgment and all orders entered in connection herewith shall be rendered null and void and shall  
26 be vacated. In such event, as provided in the Settlement Agreement, the Parties shall be restored  
27 to their respective positions in the Action, all of the Parties' respective pre-settlement claims and  
28 defenses will be preserved, and the terms and provisions of the Settlement Agreement shall have

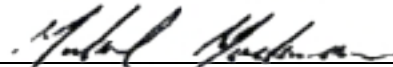
1 no further force and effect with respect to the Parties and shall not be used in the Action or in  
2 any other proceeding for any purpose.

3 25. Ten percent of the attorneys' fee award must be kept in the administrator's trust  
4 fund until the completion of the distribution process and court approval of a final accounting.  
5 Unclaimed funds should not be distributed to the designated *cy pres* recipient until the court  
6 approves the accounting. Plaintiffs must file a report and declaration regarding distributions and  
7 accounting at least 5 court days before the final compliance hearing. Appearances may not be  
8 required if the report and declaration establish that the distributions are complete.

9 26. A status conference is set for RTV, 2026. Plaintiffs must file a status  
10 report identifying the final distribution amounts at least 5 court days before the conference. In  
11 the report, the parties should also propose a date for a final compliance hearing regarding  
12 distributions and accounting.

13 **IT IS SO ORDERED.**

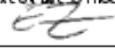
14  
15 Dated: 05/26/2026

16 By:   
17 HON. MICHAEL MARKMAN  
18 JUDGE OF THE SUPERIOR COURT  
19 **Michael Markman / Judge**

**EXHIBIT A**

**Valid Requests for Exclusion**

1. Graciela Gonzalez Rivas
2. Paul Berguia
3. Angelina Bourandas
4. Corissa Byroads
5. Jose Rodriguez
6. Renee Bonds
7. Luz Becerra
8. Maria Uriarte
9. Jesus Cruz
10. Michael Hurrell
11. Rachel Renfro
12. Linda Rozman
13. Celine Lu
14. Khin Lwin
15. Nathaniel L. Edmonds
16. Dolores Cuneo
17. Donovan Primmii
18. Evelyn Fullmore
19. Orlando Laquian
20. Ebelia Ruiz

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 05/28/2026
PLAINTIFF/PETITIONER: Patricia Bland	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Premier Nutrition Corporation et al	E. Zhong
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: RG19002714

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Aaron S. Van Oort  
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Dated: 05/28/2026

By:



E. Zhong, Deputy Clerk

SHORT TITLE: Bland VS Premier Nutrition Corporation

CASE NUMBER: RG19002714

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