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17 Company, LLC*

18 [Additional Counsel Appear on Signature Page]

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20
FOR THE COUNTY OF ALAMEDA – NORTHERN DIVISION

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

24 Plaintiff,

25 v.

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

28 Defendant.

19 KATHLEEN SONNER, individually and
20 on behalf of all others similarly situated,

21 Plaintiff,

22 v.

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

25 Defendant.

26 **THIS DOCUMENT APPLIES TO:**
BLAND V. PREMIER, RG19002714
and
SONNER V. PREMIER, RG20072126

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

29 Assigned for All Purposes to:
30 Honorable Michael Markman
31 Department 23

32 **CLASS ACTION**

33 **STIPULATION OF SETTLEMENT**

34 (*UNLIMITED MATTER*-Amount demanded
35 exceeds \$25,000)

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

38 **DEMAND FOR JURY TRIAL**

STIPULATION OF SETTLEMENT

This stipulated settlement (“Settlement Agreement”) is entered into by Plaintiffs Patricia Bland, Edward White, Kathleen Sonner, Susan Caiazzo, Mary Trudeau, Beverley Avery, Annette Ravinsky, Marilyn Spencer, Sandra Dent, and Donna Lux, individually and on behalf of all others similarly situated (“Plaintiffs”), on the one hand, and Defendant Premier Nutrition Company, LLC f/k/a Premier Nutrition Corporation (“Premier”), on the other hand. Subject to Court approval, Plaintiffs and Premier agree that all claims of Plaintiffs and the Class alleged in this Action shall be settled, compromised, and released upon the terms and conditions contained herein.

I. RECITALS

A. WHEREAS, on March 20, 2013, plaintiff Vincent Mullins filed a class action complaint against Premier Nutrition in the United States District Court for the Northern District of California (the “District Court”) captioned *Mullins v. Premier Nutrition Corp.*, Case No. 3:13-cv-01271-RS, on behalf of himself and all other consumers who purchased Joint Juice nationwide. On September 12, 2014, plaintiff Kathleen Sonner was substituted in as the plaintiff in the *Mullins* action.

B. WHEREAS, on April 16, 2016, the District Court granted plaintiff Sonner’s motion to certify a class of California consumers who purchased Joint Juice since March 1, 2009, but sought further briefing on whether a multistate class should be certified. On June 20, 2016, the District Court denied certification of a multistate class.

C. WHEREAS, on November 18, 2016, plaintiff Susan Caiazzo filed a class action complaint against Premier in the United States District Court for the Northern District of California captioned *Caiazzo v. Premier Nutrition Corp.*, Case No. 3:16-cv-06685-RS, on behalf of herself and all other consumers who purchased Joint Juice in Florida.

D. WHEREAS, on November 18, 2016, plaintiff Annette Ravinsky filed a class action complaint against Premier in the United States District Court for the Northern District of California captioned *Ravinsky v. Premier Nutrition Corp.*, Case No. 3:16-cv-06704-RS, on behalf of herself and all other consumers who purchased Joint Juice in Pennsylvania.

1 E. WHEREAS, on November 18, 2016, plaintiff Donna Lux filed a class action
2 complaint against Premier in the United States District Court for the Northern District of
3 California captioned *Lux v. Premier Nutrition Corp.*, Case No. 3:16-cv-06703-RS, on behalf of
4 herself and all other consumers who purchased Joint Juice in Connecticut.

5 F. WHEREAS, on November 21, 2016, plaintiff Sandra Dent filed a class action
6 complaint against Premier in the United States District Court for the Northern District of
7 California captioned *Dent v. Premier Nutrition Corp.*, Case No. 3:16-cv-06721-RS, on behalf
8 of herself and all other consumers who purchased Joint Juice in Illinois.

9 G. WHEREAS, on December 5, 2016, the District Court related the *Caiazzo*,
10 *Ravinsky*, *Lux*, and *Dent* actions to *Mullins*.

11 H. WHEREAS, on December 12, 2016, plaintiff Moses Simmons filed a class
12 action complaint against Premier in the United States District Court for the Northern District
13 of California captioned *Simmons v. Premier Nutrition Corp.*, Case No. 3:16-cv-06980-RS, on
14 behalf of himself and all other consumers who purchased Joint Juice in Michigan.

15 I. WHEREAS, on December 12, 2016, plaintiff Marilyn Spencer filed a class
16 action complaint against Premier in the United States District Court for the Northern District
17 of California captioned *Spencer v. Premier Nutrition Corp.*, Case No. 3:16-cv-07090-RS, on
18 behalf of herself and all other consumers who purchased Joint Juice in Maryland.

19 J. WHEREAS, on December 20, 2016, the District Court related the *Simmons* and
20 *Spencer* actions to *Mullins*.

21 K. WHEREAS, on January 5, 2017, plaintiff Lucy Schupp filed a class action
22 complaint against Premier in the United States District Court for the Northern District of
23 California captioned *Schupp v. Premier Nutrition Corp.*, Case No. 3:17-cv-00054-RS, on
24 behalf of herself and all other consumers who purchased Joint Juice in Massachusetts. On
25 January 5, 2017, the District Court related the *Schupp* action to *Mullins*.

26 L. WHEREAS, on August 24, 2017, plaintiff Sonner filed a Second Amended
27 Complaint in *Mullins*, dismissing her CLRA claim for damages. On January 23, 2018, the
28 District Court granted Premier's motion to dismiss the complaint on the basis that plaintiff

1 Sonner had an adequate remedy at law. Plaintiff Sonner appealed Judge Seeborg's dismissal
2 order to the Ninth Circuit.

3 M. WHEREAS, on July 12, 2018, plaintiff Ravinsky filed a First Amended
4 Complaint in *Ravinsky* and on September 7, 2018, plaintiff Simmons filed a First Amended
5 Complaint in *Simmons*.

6 N. WHEREAS, on October 25, 2018, Premier answered the operative complaints
7 in *Caiazzo, Ravinsky, Lux, Dent, Fishon, Simmons, Spencer, and Schupp*.

8 O. WHEREAS, on January 15, 2019, plaintiff Sandra Bland filed a class action
9 complaint against Premier in the Superior Court for the State of California, County of
10 Alameda captioned *Bland v. Premier Nutrition Corp.*, Case No. RG 19002714, on behalf of
11 herself and all other consumers who purchased Joint Juice in California.

12 P. WHEREAS, on January 20, 2019, Premier removed *Bland* to the United States
13 District Court for the Northern District of California, and on February 26, 2019, the District
14 Court related the *Bland* action to *Mullins*.

15 Q. WHEREAS, on May 8, 2019, a Second Amended Complaint was filed in
16 *Simmons*, substituting in Plaintiff Beverley Avery, and a First Amended Complaint was filed
17 in *Schupp* substituting in Plaintiff Mary Trudeau. On May 15, 2019, Premier answered the
18 *Simmons* and *Schupp* amended complaints.

19 R. WHEREAS, on May 22, 2019, Premier filed an amended answer to the
20 operative complaints in *Caiazzo, Ravinsky, Lux, Dent, and Spencer*.

21 S. WHEREAS, on August 29, 2019, the District Court denied Premier's motions
22 for judgment on the pleadings in *Caiazzo, Ravinsky, Lux, Dent, Fishon, Simmons, Spencer,*
23 *Schupp*, and *Bland*.

24 T. WHEREAS, on September 23, 2019, the Court granted plaintiff Bland's motion
25 to remand her action back to California State Court. On April 28, 2020, plaintiff Bland filed a
26 First Amended Complaint in *Bland*, adding Edward White as an additional plaintiff.

27

28

1 U. WHEREAS, on December 17, 2019, the Court granted in part the omnibus
2 motion for class certification filed by plaintiffs Caiazzo, Dent, Lux, Ravinsky, Simmons,
3 Spencer, and Schupp, including certifying the following seven state classes:

4 All persons who purchased Joint Juice in Connecticut from November 18, 2013
5 up and to the date notice is disseminated;

6 All persons who purchased Joint Juice in Florida from November 18, 2012 up
7 and to the date notice is disseminated;

8 All persons who purchased Joint Juice in Illinois from November 21, 2013 up
9 and to the date notice is disseminated;

10 All persons who purchased Joint Juice in Maryland from December 12, 2013 up
11 and to the date notice is disseminated;

12 All persons who purchased Joint Juice in Massachusetts from January 1, 2013
13 up and to the date notice is disseminated;

14 All persons who purchased Joint Juice in Michigan from December 12, 2010 up
15 and to the date notice is disseminated; and

16 All persons who purchased Joint Juice in Pennsylvania from November 18,
17 2010 up and to the date notice is disseminated.

18 V. WHEREAS, on June 17, 2020, the Ninth Circuit affirmed Judge Seeborg's
19 order dismissing *Mullins*. *See Sonner v. Premier Nutrition Co.*, 971 F.3d 834 (9th Cir. 2020)
20 ("Sonner I").

21 W. WHEREAS, on July 22, 2020, Judge Winifred Y. Smith in Alameda Superior
22 Court granted plaintiff Bland and plaintiff White's motion for class certification, certifying a
23 class defined as, "All persons who purchased Joint Juice in the State of California from June
24 21, 2016, through the date class notice is first disseminated." Notice was disseminated to the
25 California class in *Bland* on September 10, 2020.

26 X. WHEREAS, on September 1, 2020, plaintiff Sonner filed a class action
27 complaint against Premier in the Superior Court for the State of California, County of
28 Alameda captioned *Sonner v. Premier Nutrition Corp.*, Case No. RG 20072126, on behalf of
herself and all other consumers who purchased Joint Juice in California from March 1, 2009
until June 20, 2016.

1 Y. WHEREAS, on October 23, 2020, Premier removed *Sonner* to the United
2 States District Court for the Northern District of California, and on November 20, 2020, the
3 parties stipulated to remand *Sonner* back to California State Court.

4 Z. WHEREAS, on November 18, 2020, Premier filed a motion for permanent
5 injunction in *Mullins*, seeking to enjoin plaintiff Sonner from refiling her action on behalf of
6 California consumers in California State Court in light of the Ninth Circuit's order in *Mullins*.
7 On February 24, 2021, Judge Seeborg denied the motion, and on March 23, 2021, Premier
8 Nutrition appealed Judge Seeborg's order to the Ninth Circuit. On September 29, 2022, the
9 Ninth Circuit affirmed the District Court's order denying Premier's request for a permanent
10 injunction. *See Sonner v. Premier Nutrition Corp.*, 49 F.4th 1300 (9th Cir. 2022) ("*Sonner II*").

11 AA. WHEREAS, on December 6, 2022, Premier filed a motion for judgment on the
12 pleadings in *Sonner* based on the purported res judicata effect of *Sonner I*. On March 22, 2023,
13 the Court granted in part Premier's motion, dismissing Sonner's claim under the Consumer
14 Legal Remedies Act (CLRA), Civ. Code § 1750 et seq., but not under the Unfair Competition
15 Law (UCL), Bus. & Prof. Code § 17200 et seq. The Court gave both parties leave to file
16 motions for reconsideration.

17 BB. WHEREAS, on April 14, 2023, Premier filed another motion for judgment on
18 the pleadings in *Sonner*, contending that Plaintiff Sonner's remaining claim under the UCL
19 was barred by California's rule against claim splitting. Plaintiff Sonner filed a motion for
20 reconsideration of the order on judgment on the pleadings on her CLRA claim. On May 23,
21 2023, the Court denied Premier's motion for judgment on the pleadings and denied Plaintiff's
22 motion for reconsideration.

23 CC. WHEREAS, on July 7, 2023, Premier filed a motion for summary judgment in
24 *Bland*. On August 23, 2023, the Court, the Honorable Evelio Grillo presiding, issued a
25 tentative ruling granting summary adjudication of the unjust enrichment cause of action, but
26 otherwise denying Premier's motion for summary judgment. On August 25, 2023, the Court
27 held oral argument and took the matter under submission.

28

1 DD. WHEREAS, on July 14, 2023, Premier filed a petition for writ of mandate on
2 the order denying Premier's motion for judgment on the pleadings on Plaintiff's UCL claim in
3 *Sonner*. Premier also filed a motion to stay all superior court proceedings until its petition was
4 resolved. On March 19, 2024, following full briefing on the writ petition, the Court of Appeals
5 denied Premier's petition for writ of mandate.

6 EE. WHEREAS, on November 9, 2023, the Court granted Plaintiff Sonner's motion
7 to affirm class certification and reaffirmed certification of the following class—originally
8 certified by the District Court on April 15, 2016, with notice of pendency subsequently
9 disseminated: All persons who purchased Joint Juice in California from March 1, 2009 to June
10 20, 2016.

11 FF. WHEREAS, on August 6, 2024, the Ninth Circuit issued an opinion in *Montera*
12 *v. Premier Nutrition Corp.*, 111 F.4th 1018 (9th Cir. 2024), affirming the jury verdict in favor
13 of plaintiff Montera and a class of New York purchasers of Joint Juice, as well as affirming
14 Premier's liability and the District Court's class certification orders; reversing the District
15 Court's award of prejudgment interest; and remanding for reconsideration of the statutory
16 damages award in light of an intervening Ninth Circuit decision. On September 3, 2024,
17 Premier filed a petition for en banc rehearing, which was denied by the Ninth Circuit on
18 October 18, 2024. On October 23, 2024, Premier filed a motion to stay the Ninth Circuit
19 mandate pending a petition for a writ of certiorari. On November 12, 2024, the motion to stay
20 was denied and the mandate was issued on November 20, 2024. On March 17, 2025, Premier
21 filed a petition for a writ of certiorari in the United States Supreme Court challenging the
22 Ninth Circuit's decision declining to certify questions to the New York Court of Appeals. On
23 May 22, 2025, plaintiff filed a response to Premier's petition.

24 GG. WHEREAS, on August 6, 2024, a bench trial in *Bland* and *Sonner* commenced
25 and was stayed in light of the Ninth Circuit decision earlier that day in *Montera*.

26 HH. WHEREAS, on December 6, 2024, Plaintiffs filed a motion for an order
27 applying the judgment from the *Montera* Action to estop Premier from relitigating certain
28 issues in *Bland* and *Sonner*. On March 6, 2025, Plaintiff also filed a motion for issue

1 preclusion in *Dent*. On May 2, 2025, the District Court granted in part and denied in part the
2 motion for issue preclusion in *Dent*. On May 14, 2025, this Court granted the motion for issue
3 preclusion in *Bland* and *Sonner* and notified the parties that a trial date would be set as soon as
4 practicable for the remaining issues.

5 II. WHEREAS, the Parties have engaged in substantial litigation and discovery
6 over the past 12 years of litigation, which has included issuance of nearly 100 orders involving
7 disputed motions for class certification, motions for summary judgment and judgment on the
8 pleadings, a motion to dismiss, motions for decertification, motions to stay, a jury trial and
9 verdict in *Montera* followed by post-trial motions including a motion for a new trial and
10 motions for judgment as a matter of law, expert discovery, *Daubert* and *Sargon* motions,
11 motions in limine, complete trial preparation and related motion practice and expert witness
12 work in *Bland* and *Sonner*, and motions for issue preclusion in *Bland*, *Sonner*, and *Dent*. There
13 has been substantial appellate work, including five appeals to the Ninth Circuit, a request to
14 certify question to the California Supreme Court filed with the Ninth Circuit, a request to
15 certify questions to the New York Court of Appeals filed with the Ninth Circuit, a petition for
16 en banc rehearing with the Ninth Circuit, a motion to stay the mandate filed with the Ninth
17 Circuit, a petition for a writ of certiorari in the United States Supreme Court, and a petition for
18 writ of mandate with the California Court of Appeals. In the course of litigation, Plaintiffs'
19 Counsel, (1) conducted and defended 64 depositions, including those of Premier's corporate
20 designees, its CEO (on two occasions and as a live witness at trial), current and former
21 marketing, operations, and science employees, and scientific, marketing and damages-related
22 experts; (2) reviewed over 500,000 pages of documents produced by Premier; and (3) served
23 36 subpoenas on third parties with involvement in marketing and retail sales issues who
24 produced thousands of pages of documents. Plaintiffs' Counsel also responded to discovery
25 served on Plaintiffs, defended the depositions of twelve named plaintiffs whose testimony was
26 used throughout the litigation, and worked with more than eleven of their own expert
27 witnesses and additional consultants to prepare for class certification, summary judgment, and
28 trial, including preparing and exchanging expert reports and conducting and defending expert

1 depositions. 48 expert reports or declarations were exchanged by the parties at various stages
2 of the litigation. Trial and full preparation for trials happened three times. In 2017, Plaintiffs'
3 Counsel prepared the *Sonner* case before it was dismissed by the District Court just weeks
4 before trial was set. In 2022, Plaintiffs' Counsel prepared and tried *Montera* for nine days
5 before a jury in the District Court. In 2024, Plaintiffs' Counsel prepared the *Bland* and *Sonner*
6 actions for trial, which commenced and was stayed on August 6, 2024, in light of the Ninth
7 Circuit decision in *Montera*. Trial in those cases was to reconvene in the late fall. A jury trial
8 in *Dent* was scheduled in the District Court to begin in February 2026.

9 JJ. WHEREAS, the Parties participated in seven formal and numerous informal
10 mediation and settlement negotiation sessions with six mediators, including before Martin
11 Quinn, Esq. at JAMS on December 3, 2013, the Honorable Carl West (Ret.) at JAMS on April
12 9, 2015, the Honorable Layn Phillips (Ret.) at Phillips ADR on September 24, 2020, Scott S.
13 Markus, Esq. at Signature Resolution on April 8, 2024, the Honorable James Reilly on June
14 24, 2024 and July 10, 2024, and the Honorable Brad Seligman on June 23, 2025. At the end of
15 the full-day mediation with Judge Seligman, a mediator's proposal was delivered, which the
16 Parties subsequently accepted. Throughout the course of mediation efforts, the Parties were
17 simultaneously engaging in the discovery and litigation efforts described above.

18 KK. WHEREAS, Class Counsel have determined that a settlement of the Action on
19 the terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best
20 interests of Plaintiffs and the Class.

21 LL. WHEREAS, Premier, to avoid costs, disruption and distraction of further
22 litigation, and without admitting the truth of any allegations made in or related to the Action,
23 or any liability with respect thereto, has concluded that it is desirable that the claims against it
24 be settled and dismissed on the terms in this Settlement Agreement.

25 MM. NOW, THEREFORE, this Settlement Agreement is entered into by and among
26 the Parties, by and through their respective counsel and representatives, and the Parties agree
27 that: (1) upon the Effective Date, the Action and all Released Claims shall be fully, finally, and
28 forever settled and compromised as between Plaintiffs and the Class on the one hand, and

1 Premier on the other hand; and (2) upon final approval of the Settlement Agreement, the Final
2 Approval Order shall be entered releasing all Released Claims against the Released Parties and
3 entering judgment.

4 **II. TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT**

5 **A. Definitions**

6 As used in this Settlement Agreement and the attached exhibits (which are an integral
7 part of this Settlement Agreement and are incorporated by reference herein in their entirety),
8 the following terms have the following meanings, unless this Settlement Agreement
9 specifically provides otherwise:

10 1. “Action” means collectively *Sonner v. Premier Nutrition Company, LLC*, Case No. RG20072126 (Alameda Super. Ct.) and *Bland v. Premier Nutrition Corporation*, Case No. RG19002714 (Alameda Super. Ct.), as amended pursuant to this Settlement Agreement, which have been related and are coordinated.

11 2. “Attorneys’ Fees and Expenses” means such funds as may be awarded
12 by the Court to compensate and reimburse Class Counsel and all other Plaintiffs’ Counsel for
13 work performed in this matter, as set forth in Section II.J of this Settlement Agreement.

14 3. “Cash Payment” means the cash settlement awards paid to eligible Class
15 Members as set forth in Section II.D. of this Settlement Agreement.

16 4. “Claim” means a request for a Cash Payment on a Claim Form
17 submitted to the Settlement Administrator in accordance with the terms of this Settlement
18 Agreement.

19 5. “Claim Deadline (Original)” or “Original Claim Deadline” means the
20 date by which all Claim Forms must be postmarked or submitted online to the Settlement
21 Administrator to be considered timely. The Original Claim Deadline also serves as the cutoff
22 date for calculating Direct Payment Awards to Identified Class Members. The Original Claim
23 Deadline shall be ten (10) days after the date first set by the Court for the Final Approval
24 Hearing, unless the Parties agree to a longer period.

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1 6. “Claim Deadline (Supplemental)” or “Supplemental Claim Deadline”
2 means the deadline by which Class Members may submit additional Claim Forms if the Net
3 Fund exceeds the aggregate value of all valid Cash Payments after any pro rata upward
4 adjustment, as described in Section II.D.2. The Supplemental Claim Deadline shall be thirty
5 (30) days after the supplemental class notice is sent as described in Section II.D.2.c.

6 7. “Claim Form” means the form—substantially in the form of Exhibit I
7 attached hereto—that must be completed and submitted by (i) Claim-In Class Members to be
8 eligible for a Cash Payment, or (ii) Identified Class Members seeking reimbursement for
9 additional qualifying purchases beyond those included in a Direct Payment Award. The Claim
10 Form shall be hyperlinked from the Email Notice, referenced in the Postcard Notice, provided
11 with the Long Form Notice, and made available on the Settlement Website. Upon request, the
12 Settlement Administrator shall also provide the Claim Form by mail or email. The Claim Form
13 shall include an election option for Class Members to receive their Cash Payment via physical
14 check or eCheck, subject to the disbursement requirements in Section II.D.2.

15 8. “Claimant” means a Class Member who submits a Claim Form to the
16 Settlement Administrator seeking to be eligible to share in the Net Fund.

17 9. “Class” means all persons who purchased any Joint Juice product during
18 the applicable Class Periods, as follows:

- 19 i. California on or after March 1, 2009, until December 31, 2022;
- 20 ii. Connecticut on or after November 18, 2013, until December 31, 2022;
- 21 iii. Florida on or after November 18, 2012, until December 31, 2022;
- 22 iv. Illinois on or after November 21, 2013, until December 31, 2022;
- 23 v. Maryland on or after December 12, 2013, until December 31, 2022;
- 24 vi. Massachusetts on or after January 1, 2013, until December 31, 2022;
- 25 vii. Michigan on or after December 12, 2010, until December 31, 2022; or
- 26 viii. Pennsylvania on or after November 18, 2010, until December 31, 2022.

27 Excluded from the Class are: (a) Defendant, its officers, directors and employees, affiliates and
28 affiliates’ officers, directors and employees; (b) Class Counsel; (c) judicial officers and their
immediate family members and associated court staff assigned to this case; (d) persons or

1 entities who purchased Joint Juice for resale; and (e) persons who timely and properly exclude
2 themselves from the Class as provided in the Settlement Agreement.

3 10. "Class Counsel" means Timothy G. Blood and Thomas J. O'Reardon II
4 of Blood Hurst & O'Reardon, LLP.

5 11. "Class Member" means a member of the Class.

6 12. "Class Notice" means, collectively, the Long Form Notice, Email
7 Notice, Postcard Notice, Internet Banner Advertisements, and the Press Release substantially
8 in the forms of Exhibits C, D, E, F, and G, and as discussed in Sections II.F.2-3 of this
9 Settlement Agreement.

10 13. "Class Notice Program" means the dissemination of Class Notice as
11 described in Exhibit H hereto and the plans and methods set forth in Section II.F.3 below
12 developed by the Settlement Administrator and approved by the Court to disseminate notice of
13 this Settlement Agreement and the Settlement to Class Members.

14 14. "Class Periods" means the time period applicable to each state as
15 defined in the Class definition above.

16 15. "Class Representatives" or "Plaintiffs" means Kathleen Sonner, Patricia
17 Bland, Edward White, Susan Caiazzo, Annette Ravinsky, Donna Lux, Sandra Dent, Marilyn
18 Spencer, Mary Trudeau, and Beverly Avery.

19 16. "Class Representative Service Awards" means such funds as may be
20 awarded by the Court to award the Class Representatives for their willingness to represent the
21 Class and their participation in the Action and Other Actions, as described more particularly in
22 Section II.J.

23 17. "Court" means the Superior Court for the State of California, County of
24 Alameda.

25 18. "Cy Pres Recipient" means the Rheumatology Research Foundation.

26 19. "Defendant" or "Premier" means Premier Nutrition Company, LLC
27 f/k/a Premier Nutrition Corporation.

1 20. "Defendant's Counsel" or "Premier's Counsel" means Faegre Drinker
2 Biddle & Reath LLP.

3 21. "Direct Notice" means distribution of Class Notice by e-mail (if an e-
4 mail address is available) or if not, by first class mail through the United States Postal Service
5 to Class Members who can be identified in Retail Purchase Records, or otherwise.

6 22. "Direct Payment Award" means the Cash Payment made automatically
7 to an Identified Class Member based on Joint Juice purchases during the Class Periods that are
8 verified through Retail Purchase Records. A Direct Payment Award does not require
9 submission of a Claim Form.

10 23. "Distribution Process" means the process by which (i) Claim-In Class
11 Members, and (ii) Identified Class Members seeking reimbursement for additional qualifying
12 purchases not included in a Direct Payment Award, may submit a Claim Form to the
13 Settlement Administrator for a Cash Payment in accordance with Section II.D of this
14 Settlement Agreement. The Distribution Process includes submission of a completed Claim
15 Form and election of a disbursement method, subject to the requirements of Section II.D.

16 24. "Effective Date" means the later in time of: (a) the date on which the
17 time to appeal has expired if no appeal has been taken from the Final Approval Order; (b) in
18 the event that an appeal or other effort to obtain review has been initiated, the date after such
19 appeal or other review has been finally concluded and is no longer subject to review; (c) the
20 date on which proposed amended final judgment in the *Montera* Action is entered and is no
21 longer subject to review; or (d) if Class Counsel and Defendant agree in writing, any other
22 agreed date that is earlier than the Effective Date as calculated according to subparagraphs (a),
23 (b), and (c) above.

24 25. "Email Notice" means the notice substantially in the form of Exhibit D.

25 26. "Final Approval Hearing" means the hearing at which the Court
26 determines whether the proposed settlement as memorialized in this Settlement Agreement is
27 fair, reasonable, and adequate.

28

27. “Final Approval Order” means the final order and judgment to be entered by the Court approving the settlement as fair, adequate, and reasonable, confirming the certification of the Class, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement Agreement. The Final Approval Order shall be substantially in the form of Exhibit B.

28. “Internet Banner Advertisements” means the form of online legal notice, as approved by the Court, containing a hyperlink to the Claim Form section of the Settlement Website, to be distributed by the Settlement Administrator according to the Class Notice Program. The Internet Banner Advertisements shall be substantially in the form of Exhibit F.

29. "Joint Juice" means the Joint Juice-branded products marketed and distributed by Premier including Joint Juice Ready-To-Drink; Joint Juice On-The-Go! Drink Mix; Joint Juice Drops; and Joint Juice Easy Shot Concentrate.

30. “Joint Juice Units” means each package of the product sold at retail, including 6-packs, 24-packs, or 30-packs, as identified in the Retail Purchase Records or other Proof of Purchase. A Joint Juice Unit does not refer to individual bottles or servings within a retail package.

31. “Long Form Notice” means the legal notice of the terms of the proposed Settlement Agreement, as approved by the Court, to be distributed according to the Class Notice Program. The Long Form Notice shall be substantially in the form of Exhibit C.

32. “Montera Action” means the case captioned *Montera v. Premier Nutrition Corporation* (n/k/a *Premier Nutrition Company, LLC*), No. 3:16-cv-06980-RS (N.D. Cal.).

33. “Net Fund” means the Settlement Fund less: (i) Attorneys’ Fees and Expenses, including any interest earned thereon; (ii) Class Representative Service Awards; (iii) Notice and Claim Administration Expenses; (iv) Taxes and Tax Expenses; and (v) any other fees or expenses approved by the Court.

1 34. “Notice and Claim Administration Expenses” means all costs and
2 expenses incurred by the Settlement Administrator, including all Class Notice expenses, the
3 cost of administering the Class Notice Program, the costs of processing all Claims, and
4 sending Cash Payments to Class Members.

5 35. “Notice Date” means the date by which the Settlement Administrator
6 shall commence dissemination of the Class Notice, which shall be within sixty (60) days from
7 the Preliminary Approval Order, unless the Parties agree to a different date, subject to Court
8 approval.

9 36. “Objection Date” means the date by which Class Members must submit
10 objections to the Settlement Agreement to the Settlement Administrator and shall be no later
11 than sixty (60) days after the Notice Date.

12 37. “Opt-Out Date” means the deadline, whether by submission on the
13 Settlement Administrator’s website or by postmark if submitted by mail, by which a Request
14 for Exclusion must be submitted to the Settlement Administrator for a Class Member to be
15 excluded from the Class and shall be no later than sixty (60) days after the Notice Date.

16 38. “Other Actions” means *Caiazzo v. Premier Nutrition Corp.*, No. 3:16-
17 cv-06685-RS (N.D. Cal.); *Lux v. Premier Nutrition Corp.*, No. 3:16-cv-06703-RS (N.D. Cal.);
18 *Ravinsky v. Premier Nutrition Corp.*, No. 3:16-cv-06704-RS (N.D. Cal.); *Dent v. Premier*
19 *Nutrition Corp.*, No. 3:16-cv-06721-RS (N.D. Cal.); *Simmons v. Premier Nutrition Corp.*, No.
20 3:16-cv-07078-RS (N.D. Cal.); *Spencer v. Premier Nutrition Corp.*, No. 3:16-cv-07090-RS
21 (N.D. Cal.); and *Schupp v. Premier Nutrition Corp.*, No. 3:17-cv-00054-RS (N.D. Cal.).

22 39. “Party” means the Plaintiffs, on behalf of themselves and the Class, and
23 Defendant.

24 40. “Plaintiffs’ Counsel” means Blood, Hurst & O’Reardon, LLP, Iredale &
25 Yoo APC, Lynch Carpenter, LLP, and Public Citizen Litigation Group. For the purposes of
26 seeking and being awarded reimbursement of expenses, Plaintiffs’ Counsel also includes
27 Altair Law LLP.

28

1 41. “Preliminary Approval Order” means the order to be entered by the
2 Court preliminarily approving the Settlement Agreement, setting the date for the Final
3 Approval Hearing, approving the Class Notice Program and Class Notice, and setting the Opt-
4 Out Date, Objection Date, and Notice Date, the proposed form of which is attached as Exhibit
5 A.

6 42. “Proof of Purchase” means a receipt, invoice, or retailer record
7 demonstrating that the Class Member who submits the Claim purchased Joint Juice during the
8 applicable Class Period and in one of the covered states, and that includes sufficient
9 transaction details—such as product description, date, and price paid—to reasonably verify the
10 amount spent on Joint Juice at retail.

11 43. “Publication Notice” means distribution of the Class Notice as described
12 in Section II.F.3.b, including through the Internet Banner Advertisements, print publications
13 and the Press Release.

14 44. “QSF” means a Court-approved qualified settlement fund for federal tax
15 purposes pursuant to Treas. Reg. § 1.468B-1 in which the Settlement Fund will be deposited.

16 45. “Release” means the release and waiver set forth in Section II.I of this
17 Settlement Agreement and in the Final Approval Order.

18 46. “Released Claims” means, with the exception of claims for personal
19 injury, any and all manner of claims regardless of the cause of action arising from or relating
20 to the conduct that was alleged or could have been alleged in the Action and that are based on
21 any or all of the same factual predicate of those claims in the Action, specifically that Joint
22 Juice was misleadingly marketed, promoted or sold, specifically including all elements of the
23 labelling packaging, advertisements, promotions and marketing of Joint Juice, including the
24 language, presence, or absence of any disclaimers. Class Members are releasing claims based
25 only on any or all of the same factual predicate set forth in the operative complaint filed in the
26 Action.

27 47. “Released Parties” or “Released Party” means Defendant, and all of its
28 past, present and future, direct or indirect corporate parents (including holding companies),

1 subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2
2 promulgated pursuant to the Securities Exchange Act of 1934), predecessor and successors,
3 and all of their respective franchisees, officers, directors, managing directors, employees,
4 agents, contractors, independent contractors, suppliers, distributors, attorneys, legal or other
5 representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates,
6 executors, administrators, insurers, and assigns.

7 48. “Releasing Parties” or “Releasing Party” means Plaintiffs and each
8 Class Member who does not timely submit a valid Request for Exclusion.

9 49. “Request for Exclusion” means the written communication that must be
10 submitted to the Settlement Administrator, through its website or by mail (and postmarked), on
11 or before the Opt-Out Date by a Class Member who wishes to be excluded from the Class. A
12 Request for Exclusion form that is substantially in the form of Exhibit J shall be made
13 available on the Settlement Website where it can also be submitted.

14 50. “Retail Purchase Records” means records maintained by Premier or by
15 retailers of Joint Juice from which the identities and/or purchase histories of Class Members
16 can be determined, in whole or in part, which records will be provided to the Settlement
17 Administrator to provide Direct Notice and determine Cash Payments.

18 51. “Settlement” means the resolution of the Action in accordance with the
19 terms and provisions of this Settlement Agreement.

20 52. “Settlement Administrator” means the entity retained by the Parties and
21 approved by the Court to design, consult on, and implement the Class Notice Program,
22 administer the Distribution Process, and perform overall administrative functions. Subject to
23 Court approval, JND Legal Administration (“JND”) shall serve as Settlement Administrator.

24 53. “Settlement Agreement” means this executed Stipulation of Settlement,
25 including all exhibits attached to this Stipulation of Settlement.

26 54. “Settlement Amount” means \$70,839,813.53.

27 55. “Settlement Fund” means the Settlement Amount plus interest earned in
28 the QSF.

1 56. "Settlement Website" means the Internet website (at
2 www.JointJuiceSettlement.com) that will be created and maintained by the Settlement
3 Administrator to provide information to the Class about this Settlement Agreement.

4 57. "Tax Expenses" means expenses and costs of the Settlement Fund
5 incurred in connection with the calculation and payment of taxes or the preparation of tax
6 returns and related documents, including without limitation, expenses of tax attorneys and/or
7 accountants and mailing and distribution costs related to filing the returns.

8 58. "Taxes" means all taxes (including any estimated taxes, interest, or
9 penalties) arising with respect to the income earned by the Settlement Fund.

10 **B. Amended Complaint and Dismissal of the Other Actions**

11 1. Plaintiffs shall file a Second Amended Class Action Complaint in *Bland*
12 *v. Premier Nutrition Corporation*, Case No. RG19002714 (Alameda Super. Ct.), to which
13 Defendant consents. The Second Amended Complaint will include the named plaintiffs and
14 their claims from the Other Actions and a class definition that conforms to the terms of this
15 Settlement Agreement.

16 2. Within seven (7) calendar days of the Effective Date, the Parties will
17 take all steps necessary to effectuate the dismissal with prejudice of the Other Actions.

18 **C. The Settlement Fund**

19 1. Within fourteen (14) calendar days after entry of the Preliminary
20 Approval Order, Defendant shall deposit \$2 million into an interest-bearing escrow account
21 established by the Settlement Administrator to create the Qualified Settlement Fund ("QSF").
22 Defendant will pay the remaining balance of the Settlement Amount into the QSF within
23 fourteen (14) calendar days after the Effective Date. The QSF shall be established as a Court-
24 approved qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and
25 shall be administered pursuant to the terms of this Settlement Agreement. The Settlement Fund
26 shall include the Settlement Amount and any interest or income earned thereon. The
27 Settlement Fund shall be deemed in custodia legis of the Court and shall remain subject to the
28

1 Court's jurisdiction until distributed pursuant to this Settlement Agreement or further order of
2 the Court.

3 2. Class Counsel shall select the bank and account in which the Settlement
4 Fund is held. The Settlement Fund shall be invested solely in instruments backed by the full
5 faith and credit of the United States Government or in accounts fully insured by the Federal
6 Deposit Insurance Corporation ("FDIC"), including certificates of deposit, U.S. Treasury
7 Funds, or other federally insured interest-bearing accounts. The Settlement Administrator shall
8 reinvest any proceeds as those instruments mature, and all interest earned shall accrue to the
9 benefit of the Settlement Fund, for distribution as set forth herein.

10 3. The Settlement Amount constitutes the full extent of Defendant's
11 monetary obligations in connection with the Settlement. The full and complete cost of the
12 Class Notice Program, claims administration, Class Members' compensation, Class
13 Representative Service Awards, Attorneys' Fees and Expenses, and all applicable taxes, if any,
14 assessable on the Settlement Fund or any portion thereof, will be paid out of the Settlement
15 Fund. In no event shall Defendant's monetary liability with respect to the Settlement exceed
16 the Settlement Amount. Defendant shall not be required to make any further payments to
17 Plaintiffs, Class Members, Class Representatives, Class Counsel, Plaintiffs' Counsel, or the
18 Settlement Administrator for any reason, including, without limitation, administration,
19 attorneys' fees, taxes, or Cash Payments to Class Members.

20 4. Disbursements from the Settlement Fund:

21 a. Subject to the termination provisions in Section II.L herein, money
22 from the Settlement Fund shall be applied in the following order of priority: (i) to pay Notice
23 and Claim Administration Expenses; (ii) to pay any necessary Taxes and Tax Expenses; (iii) to
24 pay Attorneys' Fees and Expenses; (iv) to pay the Class Representative Service Awards; (v) to
25 pay Cash Payments to eligible Class Members; and (vi) to pay the Cy Pres Recipient.

26 b. The Settlement Administrator will draw from the Settlement Fund to
27 cover all obligations with respect to costs related to this Settlement Agreement, including the
28 reasonable expenses of the Settlement Administrator, the Class Notice Program, Cash

1 Payments to Class Members, Court-approved Class Representative Service Awards, Court-
2 approved Attorneys' Fees and Expenses, and any other administrative fees and expenses in
3 connection with this Settlement Agreement. No costs or fees shall be deducted, retained, or
4 earned by the Settlement Administrator, its agents, affiliates, or any related entity in
5 connection with the disbursement, processing, or expiration of any payment instrument—
6 including, without limitation, eCheck or checks—with the express written approval of
7 Class Counsel. Class Counsel must approve any payments to the Settlement Administrator
8 prior to the Settlement Administrator incurring such expenses.

20 e. The Parties intend that, after the foregoing payments and
21 disbursements are made, there will be no funds remaining. Nonetheless, to the extent any
22 funds remain, no portion of the Settlement Fund will be returned to Defendant. Any such
23 remaining funds shall be distributed in accordance with Section II.D.2.f.

24 5. If this Settlement Agreement is terminated pursuant to Section II.L, the
25 Settlement Administrator shall return all remaining funds in the Settlement Fund to Defendant
26 within ten (10) calendar days of the termination date, except for amounts already spent or
27 irrevocably committed for Notice and Claim Administration Expenses, Taxes or Tax Expenses
28 as of that date. Plaintiff's Counsel, Plaintiffs, and Class Members shall have no obligation to

1 reimburse any administrative, tax, or notice-related expenses, and Defendant shall have no
2 further payment obligation.

3 6. The QSF shall be solely responsible for its own tax obligations.
4 Defendant shall not be liable for any taxes, penalties, or interest related to the income or
5 disbursements of the Settlement Fund, nor for any tax obligations of Class Members, Class
6 Representatives, or Plaintiffs' Counsel.

7 7. Defendant, Defendant's Counsel, Plaintiffs, Plaintiffs' Counsel, and
8 Class Members shall have no liability or responsibility for the investment, management,
9 administration, or distribution of the Settlement Fund or the QSF, including actions taken or
10 not taken by the Settlement Administrator, nor for any losses or taxes incurred in connection
11 therewith.

12 8. No person shall have any claim against Plaintiffs, Class Representatives,
13 Class Counsel, Plaintiffs' Counsel, the Settlement Administrator, or any designee of Class
14 Counsel based on actions or omissions made in substantial compliance with this Settlement
15 Agreement or orders of the Court, including any distributions, determinations, or
16 administrative actions taken with respect to the Settlement Fund or QSF.

17 **D. Settlement Awards to Class Members**

18 1. **Cash Payments**

19 a. Identified Class Members:

20 (i) "Identified Class Members" are Class Members whose
21 identities and purchase histories can be sufficiently determined from the Retail Purchase
22 Records. Each Identified Class Member will automatically be sent a Cash Payment based on
23 the number and type of Joint Juice Units purchased during the Class Periods as shown in the
24 Retail Purchase Records, without the need to submit a Claim Form (a "Direct Payment
25 Award"). The Direct Payment Award will be calculated at \$10.00 per Joint Juice Unit for Joint
26 Juice Ready-To-Drink (6-count), Joint Juice Drops, Joint Juice Extra Strength Ready-To-
27 Drink (6-count), and Joint Juice On The Go! Drink Mix Powder (7-count); and \$25.00 per
28 Joint Juice Unit for Joint Juice Ready-To-Drink (30-count), Joint Juice Easy Shot Concentrate,

1 Joint Juice Extra Strength Easy Shot Concentrate, Joint Juice Extra Strength Ready-To-Drink
2 (24-count), and Joint Juice On The Go! Drink Mix Powder (30-count).

3 (ii) In addition to any Direct Payment Award, Identified
4 Class Members may submit a Claim Form to seek reimbursement for additional qualifying
5 Joint Juice purchases made during the Class Periods that are not reflected in the Direct
6 Payment Award. Such additional claims may be supported either (i) with Proof of Purchase for
7 each claimed purchase, in which case the Cash Payment will be based on the number of Joint
8 Juice Units actually purchased as shown in the Proof of Purchase and calculated using the
9 same \$10.00 and \$25.00 per Joint Juice Unit award structure set forth in the preceding
10 paragraph, or (ii) without Proof of Purchase, in which case Identified Class Members may
11 claim reimbursement for up to six (6) additional Joint Juice Units, with Cash Payments
12 calculated using the same \$10.00 and \$25.00 per Joint Juice Unit award structure set forth in
13 the preceding paragraph.

14 b. Claim-In Class Members: All other Class Members who are not
15 Identified Class Members (“Claim-In Class Members”) may seek reimbursement by
16 submitting a timely and valid Claim Form. Cash Payments will be calculated using the same
17 \$10.00 and \$25.00 per Joint Juice Unit award structure as Direct Payment Awards.
18 Specifically, payments will be \$10.00 per Joint Juice Unit for Joint Juice Ready-To-Drink (6-
19 count), Joint Juice Drops, Joint Juice Extra Strength Ready-To-Drink (6-count), and Joint
20 Juice On The Go! Drink Mix Powder (7-count); and \$25.00 per Joint Juice Unit for Joint Juice
21 Ready-To-Drink (30-count), Joint Juice Easy Shot Concentrate, Joint Juice Extra Strength
22 Easy Shot Concentrate, Joint Juice Extra Strength Ready-To-Drink (24-count), and Joint Juice
23 On The Go! Drink Mix Powder (30-count). For purchases supported by Proof of Purchase, the
24 Cash Payment will be calculated based on the number and type of Joint Juice Units shown in
25 the Proof of Purchase. In the absence of Proof of Purchase, Claim-In Class Members may
26 claim reimbursement for up to six (6) qualifying Joint Juice Units, with Cash Payments
27 calculated using the same per Joint Juice Unit award structure set forth above.

c. The Cash Payment is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims and Direct Payment Awards are determined, as described in Section II.D.2.

2. Pro Rata Adjustments, Supplemental Claim Deadline, and Cy Pres

a. If the amount of the Net Fund is less than the aggregate amount of all valid Cash Payments—including (i) Direct Payment Awards to Identified Class Members based on retailer records, (ii) additional Claims submitted by Identified Class Members, and (iii) Claims submitted by Claim-In Class Members—each such Cash Payment shall be reduced on a pro rata basis.

b. If the amount of the Net Fund exceeds the aggregate amount of all valid Cash Payments as determined by the Original Claim Deadline (including Direct Payment Awards and all timely Claims), the Settlement Administrator will determine whether increasing each such Cash Payment by up to seven (7) times the originally calculated amount would exhaust the Net Fund. If so, all such amounts will be increased on a pro rata basis, up to seven (7) times the original amount.

c. If, after applying the pro rata upward adjustment described in Section II.D.2.b, the Net Fund still exceeds the aggregate amount of those adjusted Cash Payments, the Original Claim Deadline shall be extended to permit submission of Claims from Class Members who did not submit a Claim by the Original Claim Deadline. This extension and the Supplemental Claim Deadline shall be prominently posted on the homepage of the Settlement Website, and the Settlement Administrator shall undertake the supplemental Class Notice efforts as described in the Class Notice Program.

d. If the Net Fund still exceeds the aggregate amount of all valid Cash Payments after the processes described in Sections II.D.2.a, II.D.2.b, and II.D.2.c, the amounts paid on all valid Cash Payments—including Direct Payment Awards and Claims—shall be further increased on a pro rata basis until the Net Fund is exhausted. Cash Payments will be disbursed to all Class Members with valid Claims at the same time or approximately the same time once the procedures in Sections II.D.2.a, II.D.2.b, II.D.2.c and II.D.2.d are completed.

1 e. For Identified Class Members receiving a Direct Payment Award,
2 the Direct Notice will inform them of the amount of their Cash Payment based on the Retail
3 Purchase Records and that, unless they elect an alternative method, a physical check in that
4 amount will be mailed to their last known address. The Direct Notice will also inform them
5 that they may elect to receive payment via electronic check (“eCheck”) through a secure
6 payment election portal. If no election is made, payment will be issued by physical check. For
7 Claim-In Class Members—and for Identified Class Members submitting Claims for additional
8 purchases—the Claim Form will include the option to elect payment via physical check or
9 eCheck. If no election is made, payment will be issued by physical check. The eCheck
10 payment option shall be provided only on an opt-in basis and must comply with the
11 requirements in Section II.D.2.f. below. No Cash Payments shall be made through any
12 disbursement method that may expire earlier than ninety (90) days of issuance, carry inactivity
13 fees, or allow any third party to retain unredeemed funds.

14 f. All disbursement methods shall be structured to ensure that no
15 unclaimed, unredeemed, or otherwise unused funds are retained by any payment platform or
16 vendor. Any funds from physical checks that are not cashed within ninety (90) days of
17 issuance, are returned undeliverable, or otherwise cannot be delivered or reissued despite
18 reasonable efforts, shall revert to the Net Fund and be distributed to the Cy Pres Recipient. For
19 eCheck payments, the Settlement Administrator shall ensure that any payments that are not
20 successfully claimed, deposited, or transferred to the Class Member within ninety (90) days
21 are cancelled and the funds returned to the Net Fund. The Settlement Administrator shall
22 implement procedures to track the status of such payments and recover unclaimed funds. No
23 portion of any Cash Payment—whether by check or eCheck—shall be retained by, or revert to,
24 any payment processor, financial institution, FinTech vendor, or other third party under any
25 circumstance. The Settlement Administrator and all payment vendors are strictly prohibited
26 from receiving, directly or indirectly, any commission, rebate, referral fee, kickback, or
27 revenue share in connection with the use, non-use, or selection of any disbursement method.
28 The Settlement Administrator shall send at least one (1) reminder via email, where such

1 contact information is available, to any Class Member whose Cash Payment remains
2 unclaimed, whether by physical check or eCheck. Such reminder shall be sent no earlier than
3 thirty (30) days after issuance and no later than fourteen (14) days before the expiration of the
4 applicable payment method.

5 **E. Claim Form Submission, Review, and Payment**

6 1. Identified Class Members

7 a. Identified Class Members are not required to submit a Claim
8 Form to be sent the Direct Payment Award described in Section II.D.1.a. Payment will be
9 made by physical check mailed to their last known address, unless the Class Member
10 affirmatively elects to receive the payment by another method, as described in Section II.D.2.e
11 above.

12 2. Claim-In Class Members

13 a. To be eligible to receive a Cash Payment, Claim-In Class
14 Members must submit a valid and timely Claim Form. Claim Forms may be submitted
15 electronically through the Settlement Website or submitted to the Settlement Administrator by
16 U.S. mail or other regularly maintained mail delivery service. Claim Forms must be submitted
17 online or postmarked on or before the Original Claim Deadline (or the Supplemental Claim
18 Deadline, if applicable).

19 b. Claim Forms will be available for online submission on the
20 Settlement Website, available for download, and, upon request, will be mailed or emailed to
21 Class Members by the Settlement Administrator.

22 c. The Settlement Administrator shall review all submitted Claims
23 to determine whether the Class Member has substantially complied with the instructions on the
24 Claim Form. Claims shall be approved unless facially deficient, duplicative, or otherwise
25 invalid. The Settlement Administrator shall make final determinations on the validity of
26 Claims, subject to the agreement of Class Counsel.

27 d. Failure to provide all requested information will not
28 automatically result in denial of a Claim. The Settlement Administrator shall take reasonable

1 steps to determine eligibility based on the information provided in the Claim Form and such
2 other reasonably available information from which eligibility can be confirmed.

3 e. Claims shall be reviewed in accordance with standard fraud
4 detection procedures regularly used by the Settlement Administrator to ensure the integrity of
5 the process and to prevent approval of fraudulent or duplicative Claims.

6 3. All disbursement methods shall comply with the requirements in
7 Section II.D.2.f. Class Members entitled to receive the Cash Payment will be given the option
8 of receiving payment electronically or mailed a check by first class mail. Cash Payments to
9 Class Members will be issued after the Effective Date and within seven (7) days after
10 completion of the process described in Section II.D.2.

11 **F. Settlement Administration and Class Notice**

12 1. Settlement Administrator

13 a. The Parties jointly designate, subject to Court approval, JND Legal
14 Administration ("JND") to serve as the Settlement Administrator. The Notice and Claim
15 Administration Expenses, including all services performed by the Settlement Administrator,
16 shall be paid from the Settlement Fund.

17 b. The Settlement Administrator, subject to such supervision and
18 direction of the Court as may be necessary or as circumstances may require, shall be
19 responsible for implementing the Class Notice Program, the Claim Process, and all related
20 administrative functions. Without limitation, its responsibilities shall include:

21 (i) Sending or arranging for the sending of the Email Notice;
22 (ii) Printing, mailing, or arranging for the mailing of the
23 Postcard Notice;

24 (iii) Arranging for distribution of the Publication Notice,
25 including Internet Banner Advertisements and Press Release;

26 (iv) Running contact information for Class Members—
27 whether email, mailing address, or both—through commercially reasonable updating and
28 enhancement procedures (e.g., USPS National Change of Address, reverse email/address

lookup, and email deliverability verification) to maximize the likelihood of successful delivery of notice and payments;

(v) Handling returned mail and undeliverable emails and reissuing notice as appropriate;

(vi) Making any additional mailings required under the terms of this Agreement;

(vii) Responding to requests for the Long Form Notice or Claim Form;

(viii) Sending at least one (1) email reminder to any Class Member who has not submitted a Claim Form prior to the Original Claim Deadline (and, if applicable, prior to the Supplemental Claim Deadline);

(ix) Sending at least one (1) reminder—via email, where such contact information is available—to any Class Member who (a) has elected a digital payment method but has not redeemed the payment, or (b) has been issued a physical check that remains uncashed. Such reminder shall be sent no earlier than thirty (30) days after the date of payment issuance and no later than fourteen (14) days before the expiration of the payment method;

(x) Receiving and maintaining Requests for Exclusion and objections submitted by Class Members;

(xi) Forwarding written inquiries from Class Members to Class Counsel, as appropriate;

(xii) Establishing and monitoring a P.O. box for Class Member correspondence;

(xiii) Establishing and maintaining the Settlement Website and a toll-free telephone line;

(xiv) Responding to inquiries from Class Counsel and Defendant's Counsel consistent with the terms of this Agreement;

(xv) Processing Claim Forms, determining eligibility, calculating Cash Payments, and administering the disbursement of all Cash Payments;

(xvi) Consulting with the Parties regarding the content and timing of Class Notice and administrative procedures; and

(xvii) Providing declarations and periodic reports as requested by the Court or the Parties.

c. The Settlement Administrator shall coordinate all activities to minimize costs and shall perform its duties in a neutral, fair, and efficient manner.

d. If the Settlement Administrator makes a material or fraudulent misrepresentation to any Party, withholds material information, or fails to perform its duties adequately or impartially, the Parties may jointly agree to remove and replace the Settlement Administrator. If the Parties are unable to agree, the matter shall be submitted to the Court for resolution.

e. The Settlement Administrator may retain third parties or vendors as necessary to fulfill its responsibilities, provided that all such vendors comply with the terms of this Settlement Agreement.

f. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final list of all timely and valid Requests for Exclusion within three (3) days after the Opt-Out Date. Class Counsel shall file this list with the Court no later than five (5) Court days before the Final Approval Hearing.

g. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with copies of any Requests for Exclusion, objections, or related correspondence it receives.

2. The Forms of Class Notice

a. The Class Notice forms will include a Long Form Notice, Email Notice, Postcard Notice, Internet Banner Advertisements, and a Press Release disseminated in connection with the Publication Notice.

b. Long Form Notice: The Long Form Notice, which shall be available on the Settlement Website, hyperlinked from the Email Notice, and provided upon request by the Settlement Administrator, shall be in substantially the form of Exhibit C and made available in both English and Spanish. At a minimum, the Long Form Notice shall:

(i) include a short, plain statement of the background of the Action and the proposed Settlement Agreement;

(ii) describe the proposed settlement relief as set forth in this Settlement Agreement;

(iii) inform Class Members that, if they do not exclude themselves from the Class, they may be eligible to receive settlement benefits;

(iv) describe the procedures and deadlines for participating in the Settlement, including the process for submitting a Claim Form;

(v) explain the scope of the Release;

(vi) state that any Cash Payments are contingent upon the Court's final approval of the Settlement;

(vii) identify Class Counsel and state the Attorneys' Fees and Expenses, and Class Representative Service Awards;

(viii) explain the procedure and deadline for opting out of the Settlement;

(ix) explain the procedure and deadline for objecting to the Settlement; and

(x) inform Class Members that any judgment or order entered in the Action—whether favorable or unfavorable—shall be binding on all Class Members who do not exclude themselves, even if they object or have another claim or action pending against Defendant.

c. Email Notice and Postcard Notice: The Email Notice and Postcard Notice shall be in substantially the form of Exhibits D and E, respectively. Each shall include:

(i) the URL for the Settlement Website, (ii) the toll-free number for the Settlement

Administrator, (iii) a description of the Class, (iv) a summary of the settlement benefits, (v) the deadline to submit a Claim Form (Original or Supplemental Claim Deadline), and (vi) an explanation of the right to opt out and/or object, along with the associated deadlines.

d. Internet Banner Advertisements: The Settlement Administrator shall design and implement a targeted digital and social media campaign that includes Internet Banner Advertisements (substantially in the form of Exhibit F). These advertisements shall include an embedded hyperlink directing Class Members to the Claim Form on the Settlement Website.

e. Website Notice: The Settlement Website shall be created, hosted, and maintained by the Settlement Administrator. The Settlement Website shall go live no later than the Notice Date and remain active until sixty (60) days after the Cash Payments are distributed to eligible Class Members. The URL for the Settlement Website shall be www.JointJuiceSettlement.com. The website shall prominently feature and make available: the Long Form Notice, a copy of this Settlement Agreement and its Exhibits, the Preliminary Approval Motion, the Preliminary Approval Order, the operative complaints, the Motion for Final Approval and Motion for Attorneys' Fees and Expenses, the Final Approval Order, answers to frequently asked questions, the number for the toll-free hotline maintained by the Settlement Administrator for this Settlement, Settlement-related deadlines, and any other materials or information the Parties agree to include. These documents shall be available on the Settlement Website for as long as the Settlement Website is active. The Settlement Website shall enable Class Members to complete and submit the Claim Form electronically.

3. Dissemination of the Class Notice

a. Direct Notice

(i) No later than the Notice Date, the Settlement Administrator shall send Direct Notice to all Class Members whose names and contact information can be identified through the Retail Purchase Records. Such Direct Notice shall be sent via email (Email Notice), or if no email address is available, via U.S. Mail (Postcard Notice), to the physical address associated with the Class Member. Premier shall provide to

1 the Settlement Administrator all records it possesses from which the identities and/or Joint
2 Juice purchase histories of Class Members can be determined, in whole or in part.

3 (ii) The Direct Notice shall: (i) inform Identified Class
4 Members of the amount of their Direct Payment Award (based on verified purchases), (ii)
5 provide instructions to elect an electronic payment option (if desired), (iii) inform Identified
6 Class Members of their right to submit additional claims for purchases not reflected in the
7 Direct Payment Award, and (iv) inform all Class Members of their rights to opt out or object
8 and to submit a Claim Form for other eligible purchases.

9 (iii) Direct Notice shall be sent on the Notice Date and, if
10 applicable, again to those Class Members who did not submit a Claim by the Original Claim
11 Deadline and for whom an email address is available. When applicable, the Claim
12 Administrator shall have discretion to determine the most efficient, cost-effective means by
13 which to provide supplemental Direct Notice to those Class Members who did not submit a
14 Claim by the Original Claim Deadline.

15 (iv) Prior to the Notice Date, the Settlement Administrator
16 shall perform standard data hygiene and address updating procedures, including using the
17 National Change of Address (NCOA) registry. Direct Notice shall be designed and formatted
18 (both in email and mailed form) to maximize deliverability and the likelihood it will be opened
19 or viewed by Class Members.

20 (v) The Settlement Administrator will promptly re-send any
21 Direct Notice returned with a forwarding U.S. mail address or email address and will attempt
22 to update addresses where Direct Notices are returned undeliverable using customary address
23 tracing methods.

24 b. Publication Notice: A variation of Class Notice suitable for digital
25 display shall be disseminated no later than the Notice Date through a combination of national
26 print and online media, consistent with the Class Notice Program in Exhibit H. Publication
27 shall include the Press Release, Internet Banner Advertisements, sponsored search engine text
28

1 ads (e.g., Google, Yahoo, Bing), and other forms of online and contextual advertising, using
2 accepted reach methodology.

6 d. Toll-Free Telephone Number: No later than the Notice Date, the
7 Settlement Administrator shall establish a toll-free telephone number with recorded
8 information to assist Class Members with questions about the Settlement.

G. Objections

12 1. Any Class Member who intends to object to the fairness of the
13 Settlement Agreement must do so in writing no later than the Objection Date. The written
14 objection must be sent to the Settlement Administrator and postmarked no later than the
15 Objection Date. The written objection must include: (a) a heading which refers to the Action;
16 (b) the objector's full name, address, telephone number and email address (if any), and, if
17 represented by counsel, the name, address, email address and telephone number of his/her
18 counsel; (c) a statement under oath that the objector is a Class Member; (d) a statement
19 whether the objector intends to appear at the Final Approval Hearing, either in person or
20 through counsel; (e) a statement of the objection and the specific grounds supporting the
21 objection; (f) a statement whether the objection applies only to the objector, to a specific
22 subset of the class, or to the entire class; (g) copies of any papers, briefs, or other documents
23 upon which the objection is based; (h) identification of the case name, case number, and court
24 for any prior class action lawsuit in which the objector and the objector's attorney (if
25 applicable) has objected to a proposed class action settlement; and (i) the objector's
26 handwritten, dated signature (the signature of objector's counsel, an electronic signature, and
27 the annotation "/s" or similar annotation will not suffice).

1 2. Any Class Member who submits a written objection, as described
2 above, may appear at the Final Approval Hearing, either in person or through counsel hired at
3 the Class Member's expense, to object to any aspect of the fairness, reasonableness, or
4 adequacy of this Settlement Agreement. Class Members or their attorneys who intend to make
5 an appearance at the Final Approval Hearing must file the notice of appearance with the Court,
6 no later than sixty (60) days after the Notice Date, or as the Court may otherwise direct.

7 3. Absent a showing of good cause made at or before the Final Approval
8 Hearing, any Class Member who fails to substantially comply with the provisions of Sections
9 II.G.1-2 above shall waive and forfeit any and all rights he or she may have to appear
10 separately and/or to object and shall be bound by all of the terms of this Settlement Agreement
11 and by all proceedings, orders and judgments, including, but not limited to, the Release, in the
12 Action. The exclusive means for any challenge to the Settlement Agreement shall be through
13 the provisions of this Section II.G, and any challenge to the Final Approval Order shall be
14 pursuant to an appeal under the applicable appellate rules and not through a collateral attack.
15 Class Members may not both object to the settlement and opt out of the settlement.

16 4. Any Class Member who objects to the Settlement Agreement shall be
17 entitled to all the benefits of the settlement if the Settlement Agreement and the terms
18 contained herein are approved, as long as the objecting Class Member complies with all
19 requirements of this Settlement Agreement applicable to Class Members, including the timely
20 submission of a Claim Form (if applicable).

21 **H. Requests for Exclusion**

22 1. Any Class Member may request to be excluded from the Class. A Class
23 Member who wishes to opt out of the Class must do so no later than the Opt-Out Date. To opt
24 out, a Class Member must send to the Settlement Administrator a written Request for
25 Exclusion that is postmarked no later than the Opt-Out Date. A Request for Exclusion may
26 also be submitted at the Settlement Website by the Opt-Out Date. The Request for Exclusion
27 must be personally signed by the Class Member and contain a statement that indicates a desire
28 to be excluded from the Class. No person may opt out of the Class for any other person or be

1 opted-out by any other person, and no Class Member shall be deemed opted-out of the Class
2 through any purported “mass” or “class” opt-outs.

3 2. Any Class Member who does not submit a timely, written Request for
4 Exclusion shall be bound by all subsequent proceedings, orders and the Final Approval Order
5 in this Action, even if he or she has pending, or subsequently initiates, litigation, arbitration, or
6 any other proceeding against Defendant relating to the Released Claims.

7 3. Any Class Member who properly requests to be excluded from the Class
8 shall not: (a) be bound by any orders or judgments entered in the Action relating to the
9 Settlement Agreement; (b) be entitled to receive a Cash Payment, submit a Claim, or be
10 affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement
11 Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

12 4. The Settlement Administrator shall promptly forward copies of the
13 Requests for Exclusion to Class Counsel and Defendant's Counsel. A list reflecting all timely
14 Requests for Exclusion shall be filed with the Court no later than seven (7) days before the
15 Final Approval Hearing. If a Class Member files a Request for Exclusion, he or she may not
16 file an objection.

17 I. **Releases**

18 1. Upon the Effective Date, each and every Releasing Party shall by order
19 of this Court be deemed to have released, waived, forfeited and shall be permanently barred
20 and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any
21 Released Party in any court or any forum.

22 2. In addition, with respect to the Released Claims, Plaintiffs specifically
23 acknowledge and affirmatively waive any rights or benefits available to them under California
24 Civil Code section 1542. California Civil Code section 1542 provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
27 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
 DEBTOR OR RELEASED PARTY.

1 3. In consideration for the Settlement Agreement, Defendant and its
2 parents, subsidiaries, divisions, departments, and affiliates, and any and all of its past and
3 present officers, directors, employees, stockholders, agents, successors, attorneys, insurers,
4 representatives, licensees, licensors, subrogees, and assigns shall be deemed to have, and by
5 operation of the Final Approval Order shall have, released Plaintiffs' Counsel and Plaintiffs
6 from any and all causes of action that were or could have been asserted pertaining solely to the
7 conduct in filing and prosecuting the litigation or in settling the Action.

8 4. The Court shall retain exclusive and continuing venue and jurisdiction
9 over the Parties and the Class Members to interpret and enforce the terms, conditions, and
10 obligations under the Settlement Agreement and any disputes over such issues shall be brought
11 in this Court.

12 **J. Attorneys' Fees and Expenses and Class Representative Service Awards**

13 1. Class Counsel may make an application for: (a) an award of attorneys'
14 fees in an amount not to exceed 33% of the Settlement Amount; (b) reimbursement of out-of-
15 pocket expenses reasonably incurred in the prosecution of the Action; and (c) any interest
16 earned on such attorneys' fees and expenses at the same net rate and over the same time period
17 as interest earned by the Settlement Fund, beginning from the date the Settlement Amount is
18 deposited into the Settlement Fund and continuing until the date such fees and expenses are
19 disbursed from the Settlement Fund. The application for an award of Attorneys' Fees and
20 Expenses will be made by Class Counsel on behalf of themselves and Plaintiffs' Counsel.
21 Class Counsel shall be responsible for allocating and distributing the Attorneys' Fees and
22 Expenses award to Plaintiffs' Counsel.

23 2. Class Counsel shall file the application for an award of attorneys' fees,
24 expenses, and service awards at least forty (40) days before the Objection Date.

25 3. Class Counsel will petition the Court for a service award of \$10,000 for
26 each Class Representative in recognition of their service to the Class, including their efforts on
27 behalf of the Class, their time and participation in discovery, and their role in achieving the
28 Settlement. Any Court-approved Class Representative Service Awards are in addition to the

1 benefits that the Class Representatives are entitled to receive as members of the Class.

2 4. The procedure for, and the allowance or disallowance of, any
3 application for attorneys' fees, expenses, or Class Representative Service Awards shall not
4 terminate or cancel this Settlement Agreement, nor shall it affect or delay the finality of the
5 Final Approval Order. Any appeal or modification of an award of attorneys' fees, expenses, or
6 Class Representative Service Awards shall not affect the enforceability of the remainder of the
7 Settlement Agreement.

8 5. Defendant shall have no responsibility for the allocation or distribution
9 of any attorneys' fees or expenses awarded by the Court.

10 **K. Preliminary Approval Order and Final Approval Order**

11 1. This Settlement Agreement is subject to and conditioned upon the
12 issuance by the Court of the Preliminary Approval Order and the Final Approval Order, which
13 grants final approval of the Settlement Agreement, and provides the relief specified herein.

14 2. The Parties shall seek from the Court a Preliminary Approval Order in a
15 form substantially similar to Exhibit A. The Preliminary Approval Order shall, among other
16 terms:

17 a. Preliminarily approve the Settlement Agreement;
18 b. Order the dissemination of the Class Notice and the taking of all
19 necessary and appropriate steps to accomplish this task;

20 c. Determine that the Class Notice complies with all legal
21 requirements;

22 d. Schedule a date and time for a Final Approval Hearing to determine
23 whether the Settlement Agreement should be finally approved by the Court;

24 e. Require Class Members who wish to exclude themselves to submit a
25 timely written Request for Exclusion as directed in this Settlement Agreement and Long Form
26 Notice;

27
28

f. Require Class Members who wish to object to this Settlement Agreement to submit a timely written statement as directed in this Settlement Agreement and Long Form Notice;

g. Require attorneys representing Class Members objecting to the Settlement Agreement to file a notice of appearance as directed in this Settlement Agreement and Long Form Notice;

h. Appoint the Settlement Administrator;

i. Authorize the Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

j. Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

3. The Parties shall seek to obtain from the Court a Final Approval Order substantially in the form of Exhibit B. The Final Approval Order shall, among other terms:

a. Find that the Court has personal jurisdiction over all Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

b. Finally approve the Settlement Agreement;

c. Find that the Class Notice and the Class Notice Program in form and method of dissemination complies with applicable laws;

d. Describe the Released Claims set forth in the Settlement Agreement and make the Release effective as of the Effective Date;

e. Authorize the Parties to implement the terms of the Settlement Agreement;

f. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and for any other necessary purpose, pursuant to California Civil Code § 664.6 or otherwise; and

g. Issue related orders to effectuate the final approval of the Settlement Agreement and its implementation.

L. Termination of this Settlement Agreement

1. This Settlement Agreement will not take effect unless and until the proposed settlement in the *Montera* Action receives final approval and is no longer subject to review, and the Other Actions are dismissed with prejudice, unless the Parties agree otherwise in writing. Except as provided in Section II.C.5 (Notice and Claim Administration Expenses, Taxes or Tax Expenses), no amounts shall be disbursed from the Settlement Fund unless and until both the occurrence of the Effective Date pursuant to this Settlement Agreement and the proposed amended final judgment is entered in the *Montera* Action and is no longer subject to review.

2. Termination Rights: Any Party may terminate this Settlement Agreement by providing written notice to the other Parties within ten (10) days of any of the following events:

a. The Settlement is terminated or fails to become effective in accordance with its terms;

b. The Court does not approve the Settlement Agreement in all material respects, or if such approval is modified or set aside on appeal;

c. The Court does not enter final approval as provided in Section II.K.3
herein;

d. Any judgment approving this Settlement Agreement is materially modified or set aside on appeal;

e. The proposed settlement in the *Montera* Action is terminated or fails to become effective in accordance with its terms; or

f. The Other Actions are not dismissed with prejudice.

3. Effect of Termination: If this Settlement Agreement is terminated for any reason:

a. The Settlement Agreement shall be deemed null and void and of no further force or effect;

b. The Parties shall be restored to their respective positions as of the date of execution of the Settlement Agreement; and

c. Defendant shall be entitled to recover any amounts already paid plus accrued interest, except any amounts already paid or incurred for Notice and Claim Administration Expenses or maintenance or administration of the Settlement Fund prior to termination of this Settlement Agreement.

M. Additional Provisions

1. Entire Agreement: This Settlement Agreement, including all Exhibits, constitutes the entire agreement among the Parties with regard to the Action and supersedes any prior settlement agreements, term sheets, representations, communications, and understandings relating to the subject matter of this Settlement Agreement.

2. Authority to Execute Agreement: Premier represents and warrants that (1) it has the requisite corporate power and authority to execute, deliver, and perform this Settlement Agreement; (2) execution and performance have been duly authorized by necessary corporate action; and (3) the Settlement Agreement constitutes its valid, binding obligation. Class Counsel represent that (1) they are authorized by the Class Representatives to enter into this Settlement Agreement on behalf of the Class; and (2) they are seeking to protect the interests of the Class.

3. Execution in Counterparts and Electronic Signatures: This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. An electronic (i.e., PDF format) copy of the Settlement Agreement shall be deemed an original. Electronic signatures shall be treated as originals and shall be binding. A complete set of executed counterparts shall be filed with the Court.

4. Binding on Successors and Assigns: The Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Parties hereto.

1 5. Notices: Whenever notice is required under this Settlement Agreement,
2 it shall be provided in writing by first-class U.S. Mail and by email to:

3 If to Plaintiffs or Class Counsel:

4 Timothy G. Blood
5 BLOOD HURST & O'REARDON, LLP
6 501 W. Broadway, Suite 1490
7 San Diego, California 92101
8 Tel: 619-338-1100
9 tblood@bholaw.com

10 If to Defendant or Defendant's Counsel:

11 Aaron D. Van Oort
12 FAEGRE DRINKER BIDDLE & REATH, LLP
13 90 S. Seventh Street, Suite 2200
14 Minneapolis, MN 55402
15 Tel: 612/766-7000
16 aaron.vanoort@faegredrinker.com

17 6. No Admission of Liability: This Settlement Agreement reflects the
18 compromise and settlement of disputed claims among the Parties and is for settlement
19 purposes only. Neither the fact of, or any provision contained in this Settlement Agreement or
20 its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible
21 in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs, or of
22 any defense asserted by Premier, in the Action or any other action or proceeding; or (b) any
23 wrongdoing, fault, violation of law, or liability of any kind on part of any Party, Defendant,
24 Released Party, or their respective counsel.

25 7. Good Faith Implementation and Cooperation: The Parties agree to act in
26 good faith and will not engage in conduct that may frustrate the purpose of this Settlement
27 Agreement. They also agree to reasonably extend deadlines, subject to Court approval where
28 required, to facilitate implementation. The Parties and their counsel further agree to cooperate
fully and use their best efforts to obtain prompt Court approval of the Settlement and to
implement its terms.

29 8. Notice and Opportunity to Cure: If one Party to this Settlement
30 Agreement considers another Party to be in breach of its obligations under this Settlement
31 Agreement, that Party must provide the breaching Party with written notice of the alleged
32

breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

9. Binding on Successors and Assigns: This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Released Parties.

10. Neutral Construction and Arms-Length Negotiations: This Settlement Agreement is the product of arms-length negotiations between the Parties and their counsel. It shall not be construed against any Party as the drafter. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not apply.

11. Waiver: The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

12. Variance with Exhibits: In the event of any conflict between the Settlement Agreement and any Exhibit, the Settlement Agreement shall control. Notwithstanding the foregoing, the Parties may by written agreement modify Exhibits so long as the modifications do not alter the substantive terms of the Settlement or reduce the rights and benefits of Class Members.

13. Modification in Writing: The Settlement Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Defendant's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Settlement Agreement may be modified by subsequent agreement of Defendant and Class Counsel so long as the modifications do not alter the substantive terms of the Agreement or reduce the rights and benefits of Class Members.

14. Taxes: No opinion concerning the tax consequences of the Settlement Agreement to any Class Member is given or will be given by Defendant, Defendant's Counsel, Class Counsel, or Plaintiffs' Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to

1 any Class Member. Each Class Member is responsible for his/her tax reporting and other
2 obligations respecting the Settlement Agreement, if any.

3 15. Retention of Jurisdiction: The Court shall retain jurisdiction with respect
4 to the implementation and enforcement of the terms of this Settlement Agreement, and all
5 Parties hereto submit to the jurisdiction of the Court for purposes of implementing and
6 enforcing the Settlement Agreement.

7 16. Choice of Law / Governing Law: This Settlement Agreement shall be
8 governed by and construed in accordance with the laws of the State of California.

9 17. Computation of Time: All time periods set forth herein shall be
10 computed in calendar days unless otherwise provided. If the last day falls on a weekend, Court
11 holiday, or day the clerk's office is inaccessible, the period shall continue to the next Court
12 business day. "Court holiday" includes any day recognized by the Superior Court of
13 California, County of Alameda.

14 18. Severability: In the event any one or more of the provisions contained in
15 this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable
16 in any respect, such invalidity, illegality, or unenforceability shall not affect any other
17 provision if Defendant and Class Counsel mutually agree in writing to proceed as if such
18 invalid, illegal, or unenforceable provision had never been included in this Settlement
19 Agreement. Any such agreement shall be reviewed and approved by the Court before it
20 becomes effective.

21 19. Bankruptcy and Successor Protections: Defendant represents that it is
22 not insolvent and is not presently contemplating any bankruptcy filing.

23 **IN WITNESS WHEREOF**, the Parties have read and understood the terms and
24 conditions of this Settlement Agreement, agree to be bound by all of its provisions, and have
25 caused this Settlement Agreement to be executed by their duly authorized representatives on
26 the date shown by their signatures below.

27 **IT IS SO STIPULATED.**

28 ///

1 **APPROVED AND AGREED TO BY CLASS COUNSEL AS AUTHORIZED BY**
2 **CLASS REPRESENTATIVES**

3 Dated: October 22, 2025

4 BLOOD HURST & O'REARDON, LLP
5 TIMOTHY G. BLOOD (149343)
6 LESLIE E. HURST (178432)
7 THOMAS J. O'REARDON II (247952)
8 PAULA R. BROWN (254142)

9 By:



10 **TIMOTHY G. BLOOD**

11 501 West Broadway, Suite 1490
12 San Diego, CA 92101
13 Tel: 619/338-1100
14 619/338-1101 (fax)
15 tblood@bholaw.com
16 lhurst@bholaw.com
17 toreardon@bholaw.com
18 pbrown@bholaw.com
19 *Class Counsel*

20 **APPROVED AND AGREED TO BY PREMIER NUTRITION COMPANY, LLC**

21 Dated: October 22, 2025

22 By: 
23 DARCY HORN DAVENPORT
24 PREMIER NUTRITION COMPANY, LLC

25 **APPROVED AND AGREED TO AS TO FORM BY COUNSEL FOR PREMIER**
26 **NUTRITION COMPANY, LLC**

27 Dated: October 22, 2025

28 FAEGRE DRINKER BIDDLE & REATH LLP
Aaron D. Van Oort (*pro hac vice*)
Katherine S. Razavi (*pro hac vice*)
Chad Drown (*pro hac vice*)
Kirsten L. Elfstrand (*pro hac vice*)

29 By: 
30 AARON D. VAN OORT

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