

1 BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
2 LESLIE E. HURST (178432)  
THOMAS J. O'REARDON II (247952)  
3 PAULA R. BROWN (254142)  
501 West Broadway, Suite 1490  
4 San Diego, CA 92101  
Tel: 619/338-1100  
5 619/338-1101 (fax)  
tblood@bholaw.com  
6 lhurst@bholaw.com  
toreardon@bholaw.com  
7 pbrown@bholaw.com

8 *Attorneys for Plaintiffs and the Class*

9 [Additional Counsel Appear on Signature Page]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

14 Plaintiff,

15 v.

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

17 Defendant.

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

20 Plaintiff,

21 v.

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

24 Defendant.

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

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

Assigned for All Purposes to:  
Honorable Michael Markman  
Department 23

**CLASS ACTION**

**MEMORANDUM IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**Bland Reservation No. 488916919457**

Date: December 9, 2025  
Time: 10:00 a.m.

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

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

**DEMAND FOR JURY TRIAL**

BLOOD HURST & O' REARDON, LLP

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	<b>Page</b>
I. INTRODUCTION .....	6
II. SUMMARY OF THE LITIGATION .....	7
A. The Federal Complaints, Summary Judgment and Class Certification .....	7
B. The California State Actions, the First Two Appeals and Class Certification in California .....	7
C. The <i>Montera</i> Trial .....	9
D. The <i>Montera</i> Post-Trial Appeals and Subsequent Remand Proceedings.....	10
E. Preparation for State Court Trials and Issue Preclusion .....	10
F. Discovery and Trial Preparations.....	11
G. Settlement Negotiations .....	12
III. THE SETTLEMENT .....	12
A. The Class.....	12
B. The Settlement Cash Payments to Class Members .....	13
1. Cash Benefits .....	13
a. Identified Class Members .....	13
b. Claim-In Class Members.....	14
2. Pro Rata Adjustments, Supplemental Claims and <i>Cy Pres</i> .....	14
C. Class Notice and Settlement Administration .....	15
1. The Forms of Class Notice.....	15
2. The Dissemination of Class Notice.....	16
D. Attorneys' Fees and Class Representative Service Awards.....	16
E. Release of Claims.....	17
IV. AFFIRMATION OF THE SETTLEMENT CLASS .....	17
V. THE SETTLEMENT MERITS PRELIMINARY APPROVAL .....	18
A. The Relief Provided for the Class is Exceptional .....	19
1. Awards to Class Members Exceed Full Refunds.....	19

1                    2.        The Expense and Delay of Further Litigation..... 20

2                    B.        The Settlement Was Reached Through Arm’s-Length Negotiations ..... 21

3                    C.        Discovery and Investigation Were Extensive ..... 22

4                    D.        The Experience and Views of Counsel Support Approval ..... 23

5                    VI.       Class Notice Should Be Approved..... 23

6                    A.        Notice Dissemination ..... 23

7                    B.        Notice Form and Content ..... 24

8                    VII.      PROPOSED SCHEDULE OF EVENTS ..... 25

9                    VIII.     CONCLUSION ..... 25

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF AUTHORITIES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Page(s)**

**Cases**

*7-Eleven Owners for Fair Franchising v. Southland Corp.*,  
85 Cal. App. 4th 1135 (2000).....23

*Browne v. Am. Honda Motor Co.*,  
No. CV 09-06750 MMM (DTBx), 2010 U.S. Dist. LEXIS 145475  
(C.D. Cal. July 29, 2010) .....21

*Campbell v. Facebook, Inc.*,  
951 F.3d 1106 (9th Cir. 2020).....19

*Cartt v. Super. Ct.*,  
50 Cal. App. 3d 960 (1975).....24

*Cellphone Termination Fee Cases*,  
186 Cal. App. 4th 1380 (2010).....17, 18

*Chavez v. Netflix, Inc.*,  
162 Cal. App. 4th 43 (2008).....16, 22, 23

*Dunk v. Ford Motor Co.*,  
48 Cal. App. 4th 1794 (1996).....18, 19, 22

*Eisen v. Carlisle & Jacquelin*,  
417 U.S. 156 (1974).....23

*Hanlon v. Chrysler Corp.*,  
150 F.3d 1011 (9th Cir. 1998).....18

*Kim v. Space Pencil, Inc.*,  
No. C 11-03796 LB, 2012 U.S. Dist. LEXIS 169922  
(N.D. Cal. Nov. 28, 2012).....21

*Kullar v. Foot Locker Retail, Inc.*,  
168 Cal. App. 4th 116 (2008).....18, 23

*Lafitte v. Robert Half Internat. Inc.*,  
1 Cal. 5th 480 (2016) .....16

*In re LinkedIn User Privacy Litig.*,  
309 F.R.D. 573 (N.D. Cal. 2015).....22

*In re Microsoft I-V Cases*,  
135 Cal. App. 4th 706 (2006).....20

1 *Montera v. Premier Nutrition,*  
 2 No. 16-cv-06980-RS, 2025 U.S. Dist. LEXIS 43184  
 (N.D. Cal. Mar. 10, 2025) ..... 10

3 *Montera v. Premier Nutrition Corp.,*  
 4 111 F.4th 1018 (9th Cir. 2024) (*Montera I*).....*passim*

5 *Montera v. Premier Nutrition Corp.,*  
 6 No. 16-cv-06980-RS, 2022 U.S. Dist. LEXIS 190146  
 (N.D. Cal. Oct. 18, 2022) ..... 9

7 *Montera v. Premier Nutrition Corp.,*  
 8 No. 23-16162, 2025 U.S. App. LEXIS 1812  
 (9th Cir. Jan. 28, 2025) (*Montera II*) ..... 10

9 *Montera v. Premier Nutrition Corp.,*  
 10 No. 16-cv-06980-RS, 2025 U.S. Dist. LEXIS 19093  
 (N.D. Cal. Feb. 3, 2025)..... 10

11 *Mullane v. Cent. Hanover Bank & Trust Co.,*  
 12 339 U.S. 306 (1950)..... 24

13 *Mullins v. Premier Nutrition Corp.,*  
 14 178 F. Supp. 3d 867 (N.D. Cal. 2016) ..... 7

15 *Mullins v. Premier Nutrition Corp.,*  
 16 No. 13-cv-01271-RS, 2016 U.S. Dist. LEXIS 51140  
 (N.D. Cal. Apr. 15, 2016)..... 7

17 *Officers for Justice v. Civ. Serv. Comm'n,*  
 688 F.2d 615 (9th Cir. 1982)..... 18

18 *Rodriguez v. West Publ'g Corp.,*  
 19 563 F.3d 948 (9th Cir. 2009)..... 23, 24

20 *Sav-On Drug Stores, Inc. v. Superior Court,*  
 34 Cal. 4th 319 (2004) ..... 17

21 *Sonner v. Premier Nutrition Corp.,*  
 22 49 F.4th 1300 (9th Cir. 2022)..... 8

23 *Sonner v. Premier Nutrition Corp.,*  
 24 971 F.3d 834 (9th Cir. 2020).....*passim*

25 *Wershba v. Apple Computer, Inc.,*  
 91 Cal. App. 4th 224 (2001)..... 23, 24, 25

26

27

28

1 **I. INTRODUCTION**

2 After twelve years of active litigation in state and federal trial and appellate courts,  
 3 Plaintiffs are pleased to present for preliminary approval this portion of a \$90 million non-  
 4 reversionary cash settlement that will fully resolve all ten of the “Joint Juice” cases pending in  
 5 California state and federal courts.<sup>1</sup> To put the \$90 million total in perspective, the retail value  
 6 of Joint Juice sold by Defendant during the class periods was \$63.4 million—\$43.3 million of  
 7 which was in California to California class members. This settlement represents an aggregate  
 8 recovery of 142% of the product’s retail sales. The combined resolution represents the largest  
 9 settlement ever of a dietary supplement false advertising case.

10 This Settlement (“Multistate Settlement”) creates a common fund of nearly \$71  
 11 million—more than 114% of Joint Juice retail sales to Class Members. From this Multistate  
 12 Settlement, Class Members are entitled to cash payments of at least 150% of the average retail  
 13 price for their purchases during the class periods. These per-unit awards will be increased as  
 14 necessary to fully distribute the Settlement’s Net Fund to Class Members.<sup>2</sup> This record  
 15 Settlement should be readily approved.

16 By this motion, Plaintiffs respectfully request that the Court grant preliminary approval  
 17 of the Settlement and enter the [Proposed] Preliminary Approval Order, which: (1) grants  
 18 Plaintiffs’ unopposed request for leave to file the Second Amended Complaint in *Bland*;  
 19 (2) grants preliminary approval of the Settlement; (3) approves and directs notice as set forth  
 20 in the Class Notice Program; (4) approves the form and content of the Class Notice;  
 21 (5) appoints JND as Settlement Administrator; and (6) schedules a hearing to consider entry of  
 22 a final approval order and judgment.

23 \_\_\_\_\_  
 24 <sup>1</sup> Unless otherwise stated, the capitalized terms are the same as set forth in the  
 Stipulation of Settlement (“Settlement Agreement” or “SA”), which is attached as **Exhibit 1** to  
 the concurrently filed Declaration of Timothy G. Blood (“Blood Declaration”).

25 <sup>2</sup> The companion “*Montera* Settlement” presented for approval to Judge Richard  
 26 Seeborg covers the New York class certified in *Montera v. Premier Nutrition* that was tried to  
 27 verdict and judgment and through appeals at the Ninth Circuit Court of Appeals. Attached as  
 Exhibits 2 and 3 to the concurrently filed Blood Declaration is the Settlement Agreement and  
 28 preliminary approval motion filed on October 20, 2025, in *Montera*. Upon remand from the  
 Ninth Circuit to reassess the statutory damages award, the District Court determined that New  
 York class members in *Montera* are entitled to \$50 per unit under the New York laws.

## II. SUMMARY OF THE LITIGATION

The epic litigation that resulted in this settlement occurred over twelve years in federal and California trial courts and courts of appeal. Additional detail is provided in the concurrently filed Declaration of Timothy G. Blood. Pertinent points are summarized below.

### A. The Federal Complaints, Summary Judgment and Class Certification

The litigation began on March 20, 2013, when Vincent Mullins filed a class action complaint against Premier 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 consumers who purchased Joint Juice nationwide. On September 12, 2014, Kathleen Sonner substituted for Vincent Mullins and became the named plaintiff in the *Mullins* action. Blood Decl., ¶ 9.

Following discovery and other motion practice, the District Court denied Premier's motion for summary judgment. *Mullins v. Premier Nutrition Corp.*, 178 F. Supp. 3d 867 (N.D. Cal. 2016). Sonner moved to certify a nationwide or multistate class. In April 2016, after multiple rounds of briefing, the District Court granted certification of a California class but denied certification of a nationwide or multi-state class. *Mullins v. Premier Nutrition Corp.*, 2016 U.S. Dist. LEXIS 51140 (N.D. Cal. Apr. 15, 2016).

Plaintiffs responded by filing separate, state-specific actions against Premier covering purchasers in Connecticut (*Lux*), Florida (*Caiazza*), Illinois (*Dent*), Maryland (*Spencer*), Massachusetts (*Schupp*), Michigan (*Simmons*), New York (*Montera*), and Pennsylvania (*Ravinsky*). All were filed in the District Court and related to *Mullins*. Blood Decl., ¶ 10. In 2019, the District Court certified classes in each of these actions. *Id.*, ¶ 11.

### B. The California State Actions, the First Two Appeals and Class Certification in California

While the above listed state-wide actions were being filed and certified, the California class (*Mullins/Sonner*) had significantly progressed and was approaching trial in the District Court. Shortly before trial, plaintiff Sonner narrowed the requested relief to equitable remedies under the UCL and the CLRA to obtain a bench trial. The District Court dismissed the case

1 with prejudice, holding that Sonner had an adequate remedy at law via damages under the  
2 CLRA. The Ninth Circuit affirmed, but ruled that federal courts lack equitable jurisdiction  
3 over claims for restitution where an adequate legal remedy exists, even in a diversity case  
4 applying California substantive law. *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834 (9th Cir.  
5 2020) (“*Sonner I*”).

6 Sonner promptly refiled in Alameda Superior Court, again seeking equitable restitution  
7 under the UCL and CLRA. Her complaint covered the same class period as her prior, certified  
8 federal case. Blood Decl., ¶ 13.

9 Separately, in January 2019—while *Sonner I* was on appeal in the Ninth Circuit—  
10 Patricia Bland filed a class action complaint in Alameda Superior Court covering the post-  
11 *Sonner* class period. Premier removed *Bland* to federal court; remand was granted. Edward  
12 White was added as a second named plaintiff in *Bland* and in September 2020, this Court  
13 certified the *Bland* class of California purchasers with the class period beginning June 21,  
14 2016. Blood Decl., ¶ 14.

15 Returning to *Sonner* (now in this Court), Premier sought to have the case removed to  
16 federal court, and when that did not work, Premier asked the District Court to enjoin Sonner’s  
17 state court action. The District Court denied the motion and Premier appealed. The Ninth  
18 Circuit affirmed the denial of an injunction, leaving Sonner able to pursue her claims for  
19 equitable restitution in state court. *Sonner v. Premier Nutrition Corp.*, 49 F.4th 1300 (9th Cir.  
20 2022) (“*Sonner II*”). Blood Decl., ¶ 15.

21 Premier then asked the California court to dismiss *Sonner*, arguing res judicata resulted  
22 from *Sonner I* and barred Sonner from proceeding in *any* court. In May 2023, this Court  
23 denied Premier’s motion as to the UCL claim, but granted the motion as to the CLRA claim.  
24 Challenging the denial, Premier filed a writ petition in the Court of Appeal which the Court of  
25 Appeal denied in March 2024. While the writ petition was pending, this Court certified the  
26 *Sonner* class in November 2023. Blood Decl., ¶ 16.

27  
28

1 At that point, plaintiffs had eight certified classes in federal court and two certified  
2 classes in California state court. These classes covered nine states—the same state classes now  
3 included in the settlements. Blood Decl., ¶ 17.

4 **C. The *Montera* Trial**

5 Meanwhile, in the District Court, plaintiffs were again preparing for trial; this time in  
6 *Montera* (New York purchasers), alleging Premier's Joint Juice advertising violated New  
7 York's false advertising and unfair business practice laws. Blood Decl., ¶ 18.

8 The trial lasted nine days. *Montera* called eight witnesses to testify. As expert  
9 witnesses, *Montera* called: Dr. Timothy McAlindon (rheumatologist and researcher), Dr.  
10 Michael Dennis (consumer surveys), Dr. Derek Rucker (marketing and advertising), and Colin  
11 Weir (damages). *Montera* called four lay witnesses: *Montera*, Lance Palumbo (Joint Juice  
12 Brand Director), Darcy Horn Davenport (V.P. of Marketing, President of Premier, CEO), and  
13 Nicholas Stirtz (Director of Marketing). *Montera* introduced 84 exhibits. Blood Decl., ¶ 19.  
14 Premier called five witnesses. Three expert witnesses: Dr. Stuart Silverman (internal medicine,  
15 rheumatology), Hal Poret (consumer surveys), and Dr. William Choi (damages). And two lay  
16 witnesses: Dr. Kevin Stone (the former CEO and developer of Joint Juice) and Donna Imes  
17 (Premier's director of sales for Costco). Premier introduced 26 exhibits. *Id.*, ¶ 20.

18 The jury returned a verdict in favor of *Montera* and the New York class, finding that  
19 Premier falsely advertised Joint Juice and that Joint Juice was valueless for its advertised  
20 purpose. The jury determined actual damages were about \$1.4 million. *Montera v. Premier*  
21 *Nutrition Corp.*, 111 F.4th 1018 (9th Cir. 2024) (*Montera I*). The District Court entered  
22 judgment and awarded statutory damages of \$8,312,450, or \$50 for each of the Joint Juice  
23 units sold to New York Class Members during the Class Period. *Id.* at 1027. The court also  
24 determined that Plaintiff's Counsel's attorneys' fees and expenses were properly fee-shifted  
25 under the GBL and paid by Premier on top of the class judgment amount and, together with  
26 taxable costs, awarded \$7,980,084.56 in fees and expenses, and a \$25,000 service award to the  
27 Class Representative. *Montera v. Premier Nutrition Corp.*, 2022 U.S. Dist. LEXIS 190146  
28

1 (N.D. Cal. Oct. 18, 2022); *Montera v. Premier Nutrition Corp.*, 2025 U.S. App. LEXIS 1812  
2 (9th Cir. Jan. 28, 2025) (*Montera II*).

3 **D. The *Montera* Post-Trial Appeals and Subsequent Remand Proceedings**

4 Premier appealed the *Montera* verdict, final judgment and numerous underlying orders.  
5 Plaintiff appealed the reduction to the award of statutory damages. On appeal, the Ninth  
6 Circuit affirmed the jury verdict and judgment, reversing only prejudgment interest and  
7 remanding statutory damages for further consideration in light of intervening authority.  
8 *Montera I*, 111 F.4th at 1043. In a separate opinion, the Ninth Circuit affirmed the District  
9 Court's order awarding attorney fees and expenses, and thereafter, taxed Plaintiff's appeal  
10 costs against Premier and transferred to the District Court, Plaintiff's Counsel motion for  
11 attorneys' fees and non-taxable expenses for prevailing on appeal. *Montera II*, 2025 U.S. App.  
12 LEXIS 1812. Following briefing, the District Court awarded Plaintiff's Counsel fee-shifted  
13 fees and expenses for prevailing on appeal. *Montera v. Premier Nutrition Corp.*, 2025 U.S.  
14 Dist. LEXIS 19093 (N.D. Cal. Feb. 3, 2025). Premier's *en banc* petition following *Montera I*  
15 was denied; its motion to stay the mandate pending its petition for writ of certiorari was  
16 denied; and its petition for writ of certiorari in the United States Supreme Court is currently  
17 stayed and will be dismissed if this Settlement is effectuated. Blood Decl., ¶ 24.

18 On remand from *Montera I*, Plaintiff moved for statutory damages of \$83,124,500, or  
19 \$500 per unit sold. Premier argued the actual damages of \$1,488,078.49—a full retail price  
20 refund—and the award of attorneys' fees were sufficient to achieve any deterrence goal,  
21 including because that amount was many multiples of its revenue or profits. The District Court  
22 determined that the proper amount in aggregated statutory damages is \$8,312,450. *Montera v.*  
23 *Premier Nutrition Corp.*, 2025 U.S. Dist. LEXIS 43184, at \*21 (N.D. Cal. Mar. 10, 2025).  
24 Both Parties again appealed to the Ninth Circuit. Those appeals will also be dismissed if this  
25 Settlement is effectuated. Blood Decl., ¶ 25.

26 **E. Preparation for State Court Trials and Issue Preclusion**

27 While *Montera* was on appeal, plaintiffs prepared *Bland* and *Sonner* for trial in this  
28 Court. Plaintiffs asked that the *Bland/Sonner* trials be deferred until the Ninth Circuit issued its

1 opinion in *Montera I* and the issue preclusive effects of the *Montera* trial could be determined.  
2 When the motion to stay was denied, plaintiffs completed their trial preparation, including  
3 expert discovery. Trial was set for August 6, 2024. On the first day of trial, the Ninth Circuit  
4 issued *Montera I*. This Court stayed the trial to allow briefing on the issue preclusive effect of  
5 *Montera I*. Plaintiffs filed motions for issue preclusion in this Court (*Sonner/Bland*), and in the  
6 District Court, where *Dent* (the Illinois class) was slated for trial. Blood Decl., ¶ 26.

7 On May 2, 2025, the District Court granted in part the motion for issue preclusion in  
8 *Dent*. On May 14, 2025, this Court granted the motion for issue preclusion in *Sonner/Bland*  
9 and set trial on the remaining issues. Blood Decl., ¶ 27. In their orders granting issue  
10 preclusion, both courts encouraged the parties to discuss settlement, and the California court  
11 ordered mediation with the Honorable Brad Seligman. After a full day of mediation with Judge  
12 Seligman—the sixth mediator in the litigation—both parties subsequently accepted the  
13 mediator’s proposal. *Id.*

#### 14 F. Discovery and Trial Preparations

15 Plaintiffs’ Counsel *inter alia* (1) conducted and defended 64 depositions, including  
16 those of Premier’s corporate designees, its CEO (on two occasions and as a live witness at  
17 trial), current and former marketing, operations, and science employees, and scientific,  
18 marketing and damages-related experts; (2) reviewed over 500,000 pages of documents  
19 produced by Premier; and (3) served 36 subpoenas on third parties with involvement in  
20 marketing and retail sales who produced thousands of pages of documents. Plaintiffs’ Counsel  
21 in turn responded to discovery served on Plaintiffs, defended the depositions of the current and  
22 former named plaintiffs whose testimony was used throughout the litigation, and worked with  
23 more than eleven of their own expert witnesses and additional consultants to prepare for class  
24 certification, summary judgment, and trials, including preparing and exchanging expert reports  
25 and conducting and defending expert depositions. Forty-eight expert reports or declarations  
26 were exchanged by the Parties at various stages of the litigation. Blood Decl., ¶ 28.

27 Plaintiffs prepared for trial three times. In 2017, Plaintiffs’ Counsel prepared the  
28 *Sonner* case for trial before it was dismissed by the District Court just weeks before trial was

1 set to begin. In 2022, Plaintiffs' Counsel prepared and tried *Montera* for nine days before a  
 2 jury in the District Court. In 2024, the parties started trial in the *Bland* and *Sonner* state  
 3 actions, but the trial was stayed on the first day because the *Montera I* decision was issued the  
 4 morning of trial. Trial in *Bland* and *Sonner* was to reconvene in late fall 2025. A federal jury  
 5 trial in *Dent* was scheduled to begin in February 2026. Blood Decl., ¶ 29.

### 6 G. Settlement Negotiations

7 As discussed in Section V.B, settlement negotiations were prolonged and hard-fought.  
 8 Over twelve years, the parties participated in seven formal mediations and numerous informal  
 9 sessions before six mediators. Blood Decl., ¶¶ 30, 63–70. These fully-informed, arm's-length  
 10 negotiations—both before and after key milestones (class certification, summary judgment,  
 11 trial, and appeals)—culminated in Judge Seligman's mediator's proposal, which both sides  
 12 accepted. *Id.*

## 13 III. THE SETTLEMENT

### 14 A. The Class

15 This Multistate Settlement encompasses the previously certified classes. As provided in  
 16 the Settlement Agreement, this motion includes Plaintiffs' unopposed request for leave to file  
 17 a Second Amended Complaint in *Bland* adding the federal class representatives and their  
 18 previously certified state-law claims for settlement purposes, so that all certified classes—  
 19 except the *Montera* New York class—are encompassed within this Multistate Settlement. SA §  
 20 II.B.1; Blood Decl., ¶ 34, Ex. 5 thereto (the proposed SAC in *Bland*). The Class is defined as:

21 All persons who purchased any Joint Juice product during the applicable Class  
 22 Periods, which are:

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

1 See SA, § II.A.9.<sup>3</sup> The Class Periods end on December 31, 2022, because that is when Premier  
2 stopped distributing Joint Juice. Blood Decl., ¶ 35.

3 This Court has subject matter jurisdiction over the claims of all Class Members under  
4 Article VI, Section 10 of the California Constitution, which grants the Superior Court original  
5 jurisdiction in all causes not assigned by statute to other trial courts.

6 **B. The Settlement Cash Payments to Class Members**

7 **1. Cash Benefits**

8 Class Members are eligible to receive cash payments exceeding 150% of the average  
9 retail price for every Joint Juice Unit purchased during the Class Periods. Payments will be  
10 made automatically where possible and adjusted upward as needed to ensure full distribution  
11 of the Net Fund, with no money reverting to Premier.

12 **a. Identified Class Members**

13 Identified Class Members are those whose identities and purchase histories can be  
14 determined from Retail Purchase Records. SA, § II.D.1.a(i). The Retail Purchase Records  
15 consist of sales records obtained from Premier and the four major retailers—Costco, Sam's  
16 Club, Walmart, and Amazon—which together account for well in excess of 80% of Joint Juice  
17 sales. SA, § II.A.50; Blood Decl., ¶ 41. No other club store or online retailer (i.e., those likely  
18 to possess contact information or purchase histories for individual consumers) sold any  
19 significant amount to Class Members. *Id.*

20 Identified Class Members will automatically receive Cash Payments of \$10 or \$25 per  
21 unit for each purchase reflected in the Retail Purchase Records. No action is required. SA,  
22 § II.D.1.a(i).

23 If an Identified Class Member believes the records omit purchases, they may submit a  
24 Claim Form for additional Cash Payments. With Proof of Purchase, they will receive \$10 or

25 \_\_\_\_\_  
26 <sup>3</sup> Excluded from the Class are: (a) Defendant, its officers, directors and employees,  
27 affiliates and affiliates' officers, directors and employees; (b) Plaintiffs' Counsel; (c) judicial  
28 officers and their immediate family members and 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 as provided in the Settlement Agreement. SA,  
§ II.A.9.

1 \$25 for each documented unit. Without proof, they may claim up to six additional units at  
2 those same per-unit amounts. SA, § II.D.1.a.(ii).

3 **b. Claim-In Class Members**

4 All other Class Members—those not identifiable through Retail Purchase Records—  
5 may submit a simple Claim Form for reimbursement. SA § II.D.1.b. With Proof of Purchase,  
6 they will receive \$10 or \$25 for each documented unit. Without proof, a claimant may recover  
7 for up to six units (up to \$150 total). *Id.* Because the average Class Member purchased about  
8 3.5 units, this structure allows recovery—without receipts—of roughly what they likely spent.  
9 Blood Decl., ¶ 40.

10 **2. Pro Rata Adjustments, Supplemental Claims and *Cy Pres***

11 To ensure that the Net Fund will go to Class Members to the greatest extent possible,  
12 the Settlement establishes a structured process for adjustments—and, if necessary,  
13 supplemental claims and *cy pres* distribution.

14 If validated claims exceed the Net Fund, per-unit Cash Payments decrease pro rata. SA,  
15 § II.D.2.a.

16 If validated claims are less than the Net Fund, per-unit Cash Payments will be  
17 increased—up to seven times the initial \$10/\$25 amounts—to ensure full distribution to Class  
18 Members. SA, § II.D.2.b.

19 If money remains after that upward adjustment, the Settlement Administrator will issue  
20 supplemental notice and extend the Claim Deadline by 30 days to allow additional Claims.  
21 After the supplemental period, per-unit payments will again increase pro rata until the Net  
22 Fund is fully distributed. SA, §§ II.D.2.c–d.

23 No money reverts to Premier. The only *cy pres* amount—limited to uncashed checks—  
24 will be paid to the Rheumatology Research Foundation under CCP § 384. SA, § II.D.2.f. Even  
25 then, before any *cy pres* distribution, reminder emails will be sent urging Class Members to  
26 deposit their checks. *Id.*

27  
28

1           **C.     Class Notice and Settlement Administration**

2           Notice and settlement administration expenses will be paid from the Settlement Fund.  
3           SA, § II.B.4.a. The Parties have developed a robust Class Notice Program with the assistance  
4           of JND Legal Administration (“JND” or “Settlement Administrator”), a firm specializing in  
5           class action notice. *See* Declaration of Jennifer Keough Regarding Notice Plan (“Keough  
6           Decl.”), ¶¶ 1, 3–11. JND is particularly well suited to administer notice of the Settlement  
7           because it previously disseminated the pretrial class notices in the *Bland* and *Montera* cases.  
8           *Id.*, ¶ 1.

9           The Class Notice Program informs Class Members of their rights and benefits under  
10          the Settlement and satisfies due process requirements. It includes a comprehensive, multi-  
11          faceted plan for delivery by email, U.S. mail, Internet, social media, print publication, press  
12          release, and a Settlement Website. SA, Ex. H (Class Notice Program Summary).

13                   **1.     The Forms of Class Notice**

14          The forms of Class Notice include a Long Form Notice, Email Notice, Postcard Notice,  
15          Internet Banner Advertisements with hyperlinks to the Settlement Website, and a Press  
16          Release disseminated in connection with the Publication Notice. SA, § II.F.2, Exhibits C, D, E,  
17          F, G, and H; Keough Decl., ¶ 16. The Parties used the model class notice forms developed by  
18          the Federal Judicial Center and the Impact Fund’s Notice Project in developing the informative  
19          and clear Long Form Notice, Email Notice, and Postcard Notice. Blood Decl., ¶ 53; *see also*  
20          <https://noticeproject.org/>.

21          A dedicated Settlement Website will provide Class Members with comprehensive  
22          information about the Settlement, including a description of the litigation, the settlement relief,  
23          important dates and deadlines, and Class Members’ legal rights. Claim Forms and opt-out  
24          requests may be submitted through the website. As the settlement progresses, the Settlement  
25          Website will post updates on the settlement status, and include relevant pleadings and  
26          settlement-related documents, including the Settlement Agreement and its exhibits, the Long  
27          Form Notice, Court orders, and the motion for final approval. It will also list a toll-free  
28          telephone number maintained by the Settlement Administrator. SA, § II.F.2.e.

## 2. The Dissemination of Class Notice

Direct Notice will be sent to all Class Members whose names and contact information can be identified through Retail Purchase Records. The Direct Notice will be sent via email (Email Notice) or, if no email address is available, by U.S. Mail (Postcard Notice) to the physical address on file. SA, § II.F.3.a(i). Retailers responsible for well in excess of 80% of the sales at issue have been subpoenaed and are providing the Class Member contact information and purchase history data they have available. Blood Decl., ¶ 41. Direct Notice will be sent to all Class Members for whom these retailers provide contact information. Before sending Direct Notice, the Settlement Administrator will update email and mail addresses using industry-standard methods. SA, §§ II.F.2.a(iv)-(v); Keough Decl., ¶¶ 25–27, 34. Direct Notices returned with forwarding information will be resent, and addresses for Direct Notices returned as undeliverable will be updated using customary address tracing methods. SA, § II.F.2.a(v); Keough Decl., ¶ 34.

Publication notice will supplement direct notice through a combination of print and online media, including the Press Release, Internet Banner Advertisements, sponsored search engine text ads (e.g., Google, Yahoo, Bing), and other forms of online and contextual advertising, all employing accepted reach methodology. SA, § II.F.3.b. Traditional print publication will also be used. Keough Decl., ¶ 16. In addition, the Long Form Notice and other settlement documents will be posted on the Settlement Website. SA, § II.F.3.c. The Long Form Notice and Claim Form will also be sent to any Class Member upon request. *Id.*, § II.F.3.e.

### D. Attorneys' Fees and Class Representative Service Awards

In connection with final approval, Plaintiffs' Counsel will seek 33% of the common fund in attorneys' fees, reimbursement of expenses, and \$10,000 service awards to each of the Class Representatives. Blood Decl., ¶ 49; *see also Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008) (“[F]ee awards in class actions average around one-third of the recovery” regardless of “whether the percentage method or the lodestar method is used.”); *Lafitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 485–86 (2016) (affirming the percentage of fund

1 method and awarding 33%); *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380,  
2 1393–95 (2010) (affirming \$10k service awards). The Class Notice will inform Class  
3 Members of the amount of attorneys’ fees, expenses and service awards sought and the motion  
4 for final approval will provide information and authorities supporting the fee and expense  
5 request. Class Members will have the opportunity to object to the fees, expenses and service  
6 awards and all other terms of the Settlement. SA, § II.G.

7 **E. Release of Claims**

8 Once this Settlement and the *Montera* Settlement are final, and in exchange for  
9 Premier’s payment of \$70,839,813.53, Plaintiffs and the Class will fully release their claims  
10 against Premier and other Released Parties. SA, §§ II.45–48, II.I. The Released Claims are  
11 appropriately limited to claims (excluding personal injury) arising from the same factual  
12 predicate—that Joint Juice was misleadingly marketed or sold. SA, § II.A.46.

13 **IV. AFFIRMATION OF THE SETTLEMENT CLASS**

14 The Court should certify the Class for Settlement purposes. The Class consists of Joint  
15 Juice purchasers from eight states: California, Connecticut, Florida, Illinois, Maryland,  
16 Massachusetts, Michigan, and Pennsylvania.

17 Each of these classes have already been certified. This Court already certified the  
18 *Bland* class (California—later class period) on July 22, 2020, and the *Sonner* class  
19 (California—earlier class period) on November 9, 2023. The remaining classes—purchasers in  
20 Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, and Pennsylvania—were  
21 already certified by the District Court on December 17, 2019. Blood Decl., ¶¶ 10–11.

22 The requirements for class certification under Federal Rule 23 and California Code of  
23 Civil Procedure § 382 are substantially the same. Both require numerosity, typicality,  
24 commonality, adequacy of representation, predominance and superiority. *Compare* Rule 23 to  
25 *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004) (California class  
26 certification standards). This Court found these requirements are readily met in this litigation.  
27 Blood Decl., ¶¶ 14 (*Bland*), 16 (*Sonner*). Because the Class proposed for settlement consists  
28

1 entirely of these previously certified classes, class certification should be affirmed for  
2 Settlement purposes.

### 3 **V. THE SETTLEMENT MERITS PRELIMINARY APPROVAL**

4 The Court has “broad discretion” in approving a class settlement. *Cellphone*  
5 *Termination Fee Cases*, 186 Cal. App. 4th 1380, 1389 (2010). Federal law is the same. *See*  
6 *Officers for Justice v. Civ. Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982) (noting court’s  
7 broad discretion at preliminary approval).<sup>4</sup> The required procedures are: (1) preliminary  
8 approval of the settlement; (2) notice to class members; and (3) final approval of the settlement  
9 after hearing. Cal. Rules of Court 3.769. *See also* Fed. R. Civ. P. 23(e).

10 At the preliminary approval stage, the Court need only “make a preliminary  
11 determination on the fairness, reasonableness and adequacy of the settlement terms and must  
12 direct the preparation of notice of the certification, proposed settlement and date of the final  
13 fairness hearing.” MANUAL FOR COMPLEX LITIGATION (Fourth), § 21.633 at 321 (2004); *see*  
14 *also Cellphone Termination*, 186 Cal. App. 4th at 1389. The Court’s ultimate duty is to  
15 determine whether the settlement is fair, adequate and reasonable. *Dunk v. Ford Motor Co.*, 48  
16 Cal. App. 4th 1794, 1801 (1996). “In reviewing the fairness of a class action settlement, ‘due  
17 regard should be given to what is otherwise a private consensual agreement between the  
18 parties.’” *Cellphone Termination*, 186 Cal. App. 4th at 1389 (quoting *7-Eleven Owners for*  
19 *Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1145 (2000)).<sup>5</sup>

20 The Court should consider factors including “‘the strength of plaintiffs’ case, the risk,  
21 expense, complexity and likely duration of further litigation, the risk of maintaining class  
22 action status through trial, the amount offered in settlement, the extent of discovery completed  
23 and the stage of the proceedings, [and] the experience and views of counsel.’” *Kullar v. Foot*  
24 *Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008). The same factors are considered by  
25 federal courts. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). “The relative  
26

27 <sup>4</sup> Plaintiffs also cite federal authority to show federal law on preliminary approval of  
class settlements is substantially the same as California law.

28 <sup>5</sup> All citations, quotations and emphasis are deemed omitted unless otherwise stated.

1 degree of importance to be attached to any particular factor will depend . . . [on] the unique  
 2 . . . circumstances [of each] case.” *Officers for Justice*, 688 F.2d at 625. However, “a  
 3 presumption of fairness exists where: (1) the settlement is reached through arm’s-length  
 4 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act  
 5 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of  
 6 objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802. Again, federal law is substantially the  
 7 same. *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1122 (9th Cir. 2020).

8 **A. The Relief Provided for the Class is Exceptional**

9 **1. Awards to Class Members Exceed Full Refunds**

10 First and foremost, the Settlement should be preliminarily approved because the  
 11 monetary relief is extraordinary. Class Members are entitled to cash awards equal to at least  
 12 150% of the average retail price for every Joint Juice purchase made during the applicable  
 13 Class Period—representing full refunds and more. Blood Decl., ¶¶ 3, 39.

14 Whenever possible, Cash Payments will be automatic. Class Counsel has subpoenaed  
 15 data from the largest retailers of Joint Juice. Class Members who can be identified through  
 16 these Retail Purchase Records will receive automatic Cash Payments of \$10 or \$25 per unit  
 17 depending on product type. SA, § II.D.1. These amounts exceed the average retail price for  
 18 those units, and no claim form or action is required. Blood Decl., ¶ 41.

19 Class Members not identifiable through retailer records—or who believe the records  
 20 omit purchases—may submit a simple online Claim Form stating only the total number of  
 21 units purchased and choosing payment by physical or electronic check. SA, Ex. I. Proof of  
 22 purchase is not required to receive \$10 or \$25 per-unit payments for up to six units. Those who  
 23 do provide proof will receive the same per-unit payments for each documented purchase. SA,  
 24 § II.D.1. Thus, the same per-unit payment formula applies uniformly to all Class Members.

25 Class Counsel anticipate that the Net Fund available to pay Class Members will exceed  
 26 the total of these initial Cash Payments. Blood Decl., ¶¶ 3, 47. To ensure full distribution of  
 27 the Net Fund, the Settlement establishes a structured distribution process:  
 28

1 First, the Settlement Administrator will calculate each Participating Class Member's  
2 payment using the \$10/\$25 per-unit formula. If funds remain, the per-unit amounts will be  
3 increased by up to seven times to bring the total payout as close as possible to the Net Fund  
4 balance. SA, § II.D.2.b.

5 Second, if money still remains, the Settlement Administrator will disseminate  
6 supplemental notice and extend the Claim Deadline by 30 days. All Class Members—except  
7 those who submitted a Claim Form by the original deadline—will have another opportunity to  
8 participate. SA, § II.D.2.c.

9 Third, after the supplemental period closes, the Settlement Administrator will  
10 recalculate all Cash Payments from both the initial and supplemental claims and distribute all  
11 payments using the applicable per-unit multiplier. SA, § II.D.2.d.

12 If any funds remain after this process (e.g., from uncashed checks or undeliverable  
13 electronic payments), no amount will revert to Premier. Instead, residual funds will be  
14 distributed *cy pres* to the Rheumatology Research Foundation (the “Foundation”) pursuant to  
15 CCP § 384. SA § II.D.2.f.

16 The Foundation, a 501(c)(3) non-profit established by the American College of  
17 Rheumatology in 1985, is the nation's largest private funder of rheumatology research and  
18 training. Its mission is to advance education and research into the causes, prevention, and  
19 treatment of rheumatic diseases—including osteoarthritis—by supporting rheumatology  
20 professionals and early-career investigators. See <https://www.rheumresearch.org>. This *cy pres*  
21 recipient bears a direct and meaningful nexus to the interests of the Class, whose claims arise  
22 from allegations that Joint Juice was falsely advertised as relieving the symptoms of  
23 osteoarthritis. Blood Decl., ¶ 47; *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723–24  
24 (2006).

## 25 2. The Expense and Delay of Further Litigation

26 The Settlement is also fair considering the expense and delay of continued litigation.  
27 Although *Montera* was through trial—none of the cases encompassed by the Multistate  
28 Settlement had completed trial.

1 While the courts' issue preclusion rulings based on *Montera* would have narrowed the  
2 issues for trial, Premier made clear its intention to appeal those rulings. Premier's appeals of  
3 the issue preclusion rulings—and no doubt other issues as well—would have prolonged the  
4 litigation for years, delaying any payment to Class Members and substantially increasing the  
5 cost of litigation. This risk is not hypothetical: it has been 39 months since the jury verdict in  
6 *Montera*, and the resulting judgment against Premier is still not final.

7 Moreover, after years of delay caused by trials and appeals, Class Members likely  
8 would not recover more than what this Settlement provides now: awards exceeding 150% of  
9 the amount paid. Blood Decl., ¶¶ 58, 61; see *Browne v. Am. Honda Motor Co.*, 2010 U.S. Dist.  
10 LEXIS 145475, at \*40 (C.D. Cal. July 29, 2010) (“Estimates of what constitutes a fair  
11 settlement figure are tempered by factors such as the risk of losing at trial, the expense of  
12 litigating the case, and the expected delay in recovery (often measured in years).”); *Kim v.*  
13 *Space Pencil, Inc.*, 2012 U.S. Dist. LEXIS 169922, at \*15 (N.D. Cal. Nov. 28, 2012) (“The  
14 substantial and immediate relief provided to the Class under the Settlement weighs heavily in  
15 favor of its approval compared to the inherent risk of continued litigation, trial, and appeal, . .  
16 .”).

### 17 **B. The Settlement Was Reached Through Arm's-Length Negotiations**

18 The Settlement was reached after arm's-length negotiations conducted intermittently  
19 throughout the life of the litigation—before and after class certification, summary judgment,  
20 trial and appeals to the Ninth Circuit. There were seven formal mediation sessions with six  
21 mediators. These negotiations were contentious and preceded by extensive mediation briefing.

22 The first mediation took place on December 3, 2013, before discovery began in earnest,  
23 with Martin Quinn, Esq. at JAMS. The second was on April 9, 2015, after substantial  
24 discovery, but before class certification or summary judgment rulings, before the Honorable  
25 Carl West (Ret.) at JAMS.

26 The third mediation occurred on September 24, 2020, before the Honorable Layn  
27 Phillips (Ret.). By then, Premier's motion for summary judgment had been denied, *Montera*  
28 had been certified, and the Ninth Circuit had dismissed the California action in *Sonner I* for

1 lack of equitable jurisdiction. *Montera* and the related cases had been litigated for seven years.  
2 Yet, the mediation was unsuccessful and it terminated after half a day. Blood Decl., ¶ 65.

3 Nearly four years passed before the next mediation. By that point, the *Montera* trial  
4 had taken place and oral argument before the Ninth Circuit in *Montera I* was completed. The  
5 timing therefore presented a natural opportunity for resolution. Blood Decl., ¶ 66. Nonetheless,  
6 mediation before Scott S. Markus, Esq. at Signature Resolution on April 8, 2024, was not  
7 successful. *Id.*

8 The next mediations were held shortly before the *Bland/Sonner* trial was scheduled to  
9 begin in Alameda Superior Court. On June 24 and July 10, 2024, the parties participated in  
10 sessions before the Honorable James Reilly. The sessions were unsuccessful.

11 On August 6, 2024, the Ninth Circuit issued its decision in *Montera I*, affirming the  
12 District Court on all points raised by Premier, except for the award of prejudgment interest and  
13 remanding the statutory damages award. *Montera I*, 111 F. 4th 1018. Even then, settlement  
14 did not follow and hard-fought litigation continued. Premier sought *en banc* review (denied),  
15 moved to stay the mandate (denied), filed a petition for writ of certiorari in the U.S. Supreme  
16 Court (pending), and opposed plaintiffs' motions for application of issue preclusion.

17 In the orders granting issue preclusion, both this Court and separately Judge Seeborg,  
18 encouraged the parties to discuss settlement. Shortly after, the seventh mediation occurred by  
19 order of Judge Markman before the Honorable Brad Seligman on June 23, 2025. At the end of  
20 the full-day mediation, Judge Seligman delivered his mediator's proposal, which the parties  
21 subsequently accepted. Blood Decl., ¶ 69.

22 It is difficult to overstate the contentiousness of the litigation and settlement  
23 negotiations. This history demonstrates that the Settlement is the product of hard-fought,  
24 arm's-length negotiations between experienced counsel, strongly supporting a finding that it is  
25 fair, reasonable, and adequate and merits preliminary approval.

### 26 C. Discovery and Investigation Were Extensive

27 Courts must be satisfied that "investigation and discovery are sufficient to allow  
28 counsel and the court to act intelligently" in deciding whether to approve a settlement. *Dunk*,

1 48 Cal. App. 4th at 1802; *Chavez*, 162 Cal. App. 4th at 53; *In re LinkedIn User Privacy Litig.*,  
2 309 F.R.D. 573, 588 (N.D. Cal. 2015).

3 That standard is easily met. As discussed in § II.F. above, the Settlement followed  
4 years of discovery, summary judgment, class certification, expert analysis, a full jury trial in  
5 *Montera*, pre- and post-trial motions (including motions to decertify), and multiple appeals.  
6 Discovery in *Bland* and *Sonner* was also complete, and trial had begun when proceedings were  
7 stayed. *See* Blood Decl., ¶¶ 3, 5, 28–29.

8 The Settlement was therefore reached only after full investigation, extensive discovery,  
9 expert development, and trial experience. This factor strongly supports preliminary approval.

#### 10 **D. The Experience and Views of Counsel Support Approval**

11 “[T]he experience and views of counsel” also supports approval. *Kullar*, 168 Cal. App.  
12 4th at 128; *see also Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (same).

13 Class Counsel, who are highly experienced in prosecuting consumer protection class  
14 actions, believe the Settlement is fair, reasonable and adequate. The relief provided to Class  
15 Members—exceeding full refunds and increased as necessary to fully distribute until the Net  
16 Fund—represents an exceptional result. Nothing reverts to Premier. The considered judgment  
17 of experienced counsel strongly supports granting preliminary approval. Blood Decl., ¶¶ 7, 73,  
18 and Exhibit 4 thereto (Class Counsel’s firm resume).

### 19 **VI. CLASS NOTICE SHOULD BE APPROVED**

#### 20 **A. Notice Dissemination**

21 Class notice should be provided in the most practicable manner, providing a  
22 “reasonable chance of reaching a substantial percentage of the class members.” *Wershba v.*  
23 *Apple Computer, Inc.*, 91 Cal. App. 4th 224, 251 (2001); *see also Eisen v. Carlisle &*  
24 *Jacquelin*, 417 U.S. 156, 173 (1974). “The manner of giving notice is subject to the trial  
25 court’s virtually complete discretion.” *Chavez*, 162 Cal. App. 4th at 58; *see also 7-Eleven*, 85  
26 Cal. App. 4th at 1164 (same).

27 Here, notice will be disseminated in the most practicable manner designed to reach a  
28 substantial percentage of the Class Members and meets all due process requirements. Direct

1 Notice by email or mail will be sent to as many Class Members as possible using subpoenaed  
2 retailer sales data. Direct Notice will be supplemented with publication notice via a  
3 comprehensive, six-week digital media campaign to deliver approximately 147 million targeted  
4 impressions. This campaign uses demographic, geographic, and behavioral targeting to reach  
5 potential Class Members in the eight Class States. To inform Class Members who might have  
6 moved out of the Class states, an additional AI-driven nationwide campaign will reach  
7 potential Class Members who have since relocated outside the Class States. Publication notice  
8 will also include an English- and Spanish-language press release, an internet search campaign,  
9 and print placements. The Long Form Notice will be posted in English and Spanish on the  
10 Settlement Website, and a toll-free information line with IVR and live operator support will be  
11 available to the public. *See generally* Keough Declaration.

12 This Class Notice Program easily satisfies the broad reasonableness standard of due  
13 process. *Wershba*, 91 Cal. App. 4th at 251 (notice by publication and web posting sufficient);  
14 *Cartt v. Super. Ct.*, 50 Cal. App. 3d 960, 974 (1975) (notice “should have a reasonable chance  
15 of reaching a substantial percentage of the class members”); *Mullane v. Cent. Hanover Bank &*  
16 *Trust Co.*, 339 U.S. 306, 314-15 (1950) (notice dissemination is subject to the broad  
17 “reasonableness” standards of due process).

#### 18 **B. Notice Form and Content**

19 California Rule of Court 3.769(f) requires that class settlement notice explain the  
20 proposed settlement and describe how class members may object or appear at the approval  
21 hearing. Federal courts require the same. *Rodriguez*, 563 F.3d at 962.

22 Consistent with the Federal Judicial Center’s class notice guidelines and utilizing the  
23 Impact Fund’s Notice Project model forms, the proposed Long Form Notice is written in plain  
24 language and satisfies due process. It clearly explains: (1) the nature of the Action; (2) the  
25 Settlement benefits and how to obtain them; (3) how to opt out or object; (4) the effect of not  
26 opting out; (5) Class Counsel’s information and the requested fees, expenses, and service  
27 awards; (6) the Final Approval Hearing date; and (7) where to find additional information,  
28 including the Settlement Website and toll-free number. SA, Ex. C. The Long Form Notice thus

1 provides Class Members with “sufficient information to decide whether they should accept the  
2 benefits offered, opt out and pursue their own remedies, or object to the settlement.” *Wershba*,  
3 91 Cal. App. 4th at 251–52.

4 The Email and Postcard Notices convey the same core information in personalized  
5 form. They identify each recipient’s Joint Juice purchases as reflected in Retail Purchase  
6 Records, state the corresponding Direct Payment Award, and include instructions for electing  
7 payment or submitting a Claim Form for additional purchases. Each notice directs recipients to  
8 the Settlement Website for full details and relevant documents. SA, Exs. C, D, E.

## 9 VII. PROPOSED SCHEDULE OF EVENTS

10 Based upon the estimated time needed to initiate Class Notice, Plaintiffs request that  
11 the Court set the Final Approval Hearing for at least 141 days after the preliminary approval  
12 order, or as soon thereafter as the Court’s schedule permits. The proposed settlement-related  
13 dates are:

14 EVENT	DEADLINE
15 Dissemination of Class Notice (“Class Notice Date”)	Within sixty (60) days from entry of the Preliminary Approval Order
16 Opening brief in support of motion for attorneys’ fees, expenses and service award	No later than forty (40) days before the Objection Date
17 Opening brief in support of final approval	No later than forty (40) days before the Final Approval Hearing
18 Deadline for objections (“Objection Date”), opt-outs, and notices of appearance	Sixty (60) days after the Notice Date
19 Reply brief in support of motions for fees, expenses, and service award, and final approval	Five (5) court days prior to the Final Approval Hearing

## 22 VIII. CONCLUSION

23 For the foregoing reasons, Plaintiffs respectfully request that the Court grant the  
24 motion and enter the proposed order: (1) grants Plaintiffs’ unopposed request for leave to file  
25 the Second Amended Complaint in *Bland*; (2) grants preliminary approval of the Settlement;  
26 (3) approves and directs notice as set forth in the Class Notice Program; (4) approves the form  
27 and content of the Class Notice; (5) appoints JND as Settlement Administrator; and  
28 (6) schedules a hearing to consider entry of a final approval order and judgment.

Respectfully submitted,

Dated: October 23, 2025

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

By: *s/ Timothy G. Blood*

TIMOTHY G. BLOOD

501 West Broadway, Suite 1490  
San Diego, CA 92101  
Tel: 619/338-1100  
619/338-1101 (fax)  
tblood@bholaw.com  
lhurst@bholaw.com  
toreardon@bholaw.com  
pbrown@bholaw.com

*Class Counsel*

IREDALE & YOO, APC  
EUGENE G. IREDALE (75292)  
105 W. F Street, Floor 4  
San Diego, CA 92101  
Tel: 619/233-1525  
619/233-3221 (fax)  
egiredale@iredalelaw.com

LYNCH CARPENTER, LLP  
TODD D. CARPENTER (234464)  
1350 Columbia Street, Suite 603  
San Diego, CA 92101  
Tel: 619/347-3517  
619/756-6991 (fax)  
tcarpenter@lcllp.com

*Attorneys for Plaintiffs*

BLOOD HURST & O' REARDON, LLP

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

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

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

I hereby certify that on October 23, 2025, I electronically filed the foregoing with the Clerk of the Court using One Legal Online Court Services, and electronically served the foregoing upon the attorney(s) of record for each party in this case at the e-mail address(es) registered for such service through One Legal Online Court Services, addressed as follows:

***Attorneys for Defendant Premier Nutrition Company, LLC***

FAEGRE DRINKER BIDDLE  
& REATH LLP  
DAVID J.F. GROSS (290951)  
4800 North Scottsdale Road, Suite 2200  
Scottsdale, AZ 85251  
Tel: 480/643-1850  
david.gross@faegredrinker.com

FAEGRE DRINKER BIDDLE  
& REATH LLP  
KATLYN M. MOSELEY (*pro hac vice*)  
1500 K Street NW, Suite 1100  
Washington, DC 20005  
Tel: 202/842-8800  
katlyn.moseley@faegredrinker.com

FAEGRE DRINKER BIDDLE  
& REATH LLP  
LISA S. CARLSON (*pro hac vice*)  
320 South Canal Street, Suite 330  
Chicago, IL 60606-5707  
Tel: 312/569-1000  
lisa.carlson@faegredrinker.com

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*)  
90 S. Seventh Street, Suite 2200  
Minneapolis, MN 55402  
Tel: 612/766-7000  
612/766-1600 (fax)  
aaron.vanoort@faegredrinker.com  
kate.razavi@faegredrinker.com  
chad.drown@faegredrinker.com  
kirsten.elfstrand@faegredrinker.com

FAEGRE DRINKER BIDDLE  
& REATH LLP  
MARK D. TATICCHI (*pro hac vice*)  
One Logan Square, Suite 2000  
Philadelphia, PA 19103  
Tel: 215/988-2700  
215/998-2757 (fax)  
mark.taticchi@faegredrinker.com

PremierNutritionService@faegredrinker.com

Parties may access this filing through the Court's website.

I certify under penalty of perjury that the foregoing is true and correct. Executed on October 23, 2025.

*s/ Janet Kohnenberger*

Janet Kohnenberger  
BLOOD HURST & O'REARDON, LLP  
501 West Broadway, Suite 1490  
San Diego, CA 92101  
Tel: 619/338-1100  
619/338-1101 (fax)  
jkohnenberger@bholaw.com