



U.S. District Court, Northern District of California

*Montera v. Premier Nutrition Corporation*

Case No. 3:16-CV-06990 RS

# Class Action Notice

***Authorized by the U.S. District Court***

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**Did you  
purchase Joint  
Juice®  
glucosamine  
supplements in  
New York?**

**There is a \$19.16  
million  
settlement of a  
class action  
lawsuit.**

**You may be  
entitled to  
money.**

**To claim a cash  
payment, you  
should file a Claim  
by May 15, 2026.**

**Read this notice.**

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Important things to know:

- If you take no action, you will still be bound by the Settlement, and your rights will be affected.
- You can learn more at: [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com)

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# About This Notice

## 1. Why did I get this Notice?

This Notice tells you about the Settlement of a class action lawsuit, *Montera v. Premier Nutrition Corporation*, brought on behalf of people who purchased Joint Juice® glucosamine supplements in New York. **You received this Notice because you may be a member of the group of people affected, called the “Class.”** This Notice gives you a summary of the terms of the proposed Settlement Agreement, explains what rights Class Members have, and helps Class Members make informed decisions about what action to take. Visit <https://www.JointJuiceSettlement.com> and click “New York Settlement” for information on this New York Settlement.

A separate settlement applies to related class action lawsuits for people who purchased Joint Juice® in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, and Pennsylvania. If you purchased Joint Juice® glucosamine supplements in these states this Notice does not apply to you. Visit [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com) and click “Multi-State Settlement” for more information on the other settlement.

## 2. What do I do next?

Read this Notice to understand the Settlement and to determine if you are a Class Member. Then, decide if you want to:

Options	More information about each option
<b>Submit a Claim Form</b>	Unless you’re a <b>Direct Payment Class Member</b> , you must submit a Claim to receive payment.  <i>(See Question 12 below for more details.)</i>
<b>Do Nothing</b>	If you’re a <b>Claim-In Class Member</b> , you must submit a Claim Form to receive anything. But, if you’re a <b>Direct Payment Class Member</b> , you’ll automatically receive a Cash Payment.  <i>(See Question 12 below for more details.)</i>

<b>Opt Out</b>	Get no payment. This is the only option that allows you to bring another lawsuit against Premier Nutrition about the same issues.
<b>Object</b>	Tell the Court why you don't like the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

### 3. What are the most important dates?

Your deadline to object or opt out: **April 6, 2026**

Settlement approval hearing: **April 30, 2026**

Your deadline to submit a Claim Form: **May 15, 2026**

## Learning About the Lawsuit

### 4. What is this lawsuit about?

The class action lawsuit claims that Premier Nutrition Corporation (“Premier Nutrition”) deceptively advertised the joint health benefits of Joint Juice®.

This case, *Montera*, was tried to a jury and judgment was entered against Premier Nutrition. The judgment provided \$8,312,450 (plus post-judgment interest) to Class Members. It provided Court-awarded Attorneys’ Fees and Expenses of \$8,912,713.85 (plus post-judgment interest) for over 12 years of work on the case and the appeals. It also provided \$25,000 (plus post-judgment interest) as a Class Representative Service Award. Appeals of the judgment were not fully resolved.

Premier Nutrition denies that it did anything wrong. Through this Settlement, the judgment amounts will be distributed and the appeals dismissed.

#### Where can I learn more?

You can get a complete copy of the proposed Settlement and other key documents at: [JointJuiceSettlement.com](http://JointJuiceSettlement.com)

## 5. Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle. Both sides want to avoid the risk and expense of the ongoing appeals and further litigation.

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members.

## 6. What happens next?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. The hearing will be held at:

**Where:** U.S. District Court, Courtroom 3 – 17th Floor, 450 Golden Gate Ave., San Francisco, CA 94102.

**When:** 1:30 PM on April 30, 2026.

The Court has directed the parties to send you this Notice about the proposed Settlement. Because the Settlement of a class action decides the rights of all members of the proposed Class, the Court must give final approval to the Settlement before it can take effect. Payments will only be made if the Court approves the Settlement.

You don't have to appear at the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the Settlement. If you want to appear, or if you want your own lawyer to speak for you in this lawsuit, you must send a letter saying that it is your "Notice of Intention to Appear in *Montera v. Premier Nutrition Corporation*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked by April 6, 2026, and be sent to: Clerk of Court, 450 Golden Gate Ave., San Francisco, CA 94102.

If the Court does not approve the Settlement or the parties decide to end it, it will be void and the lawsuit and appeals will continue. The date of the hearing may change without further notice to members of the Class. To learn more and confirm the hearing date, go to [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com).

# Learning About the Settlement

## 7. What does the Settlement provide?

The Settlement distributes the judgment amounts to Class Members, the Class Representative, and the attorneys.

Premier Nutrition has agreed to pay a total of \$19,160,186.47 (the "Settlement Amount") into a Settlement Fund, which will earn interest. The Settlement Amount is the total of the following:

- The judgment amount for Class Members (\$8,312,450.00, plus statutory post-judgment interest through October 20, 2025, in the amount of \$827,214.55, for a total of \$9,139,664.55);
- The judgment amount for Mary Beth Montera for the time and effort she contributed as the Class Representative to the case, including testifying at deposition, attending the 9-day trial, and testifying at trial (\$25,000 plus post judgment interest through October 20, 2025, in the amount of \$3,294, for a total of \$28,294); and
- The judgment amount for lawyers' fees and costs for work done over 12 years in the trial and appellate courts (\$8,912,713.85, plus statutory post-judgment interest through October 20, 2025, in the amount of \$1,079,514.07, for a total of \$9,992,227.92).

The total amount of money will be used to pay for administration and distribution costs approved by the Court, lawyers' fees and costs, the Class Representative Service Award, and payments to Class Members.

Class Members will "release" their claims as part of the Settlement, which means they cannot sue Premier Nutrition for the same issues in the lawsuit. The full terms of the release can be found in the Settlement Agreement available at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com). They are also reproduced in Appendix A to this Notice.

If any money is left over after the claims process is completed, and after Court-approved deductions for notice and administration costs (see Question 15), it will be donated to the Rheumatology Research Foundation. No money will be returned to Premier Nutrition.

## 8. How do I know if I am part of this Settlement?

You may be a member of the Class and entitled to money if you purchased any Joint Juice® product in New York from December 5, 2013 to December 28, 2021, inclusive of those dates.

Excluded from the Class are: (a) Defendant, its officers, directors and employees, affiliates and 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 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.

## 9. How much will my payment be?

Class Members will receive a Cash Payment depending on two things:

- (1) Whether you submit Proof of Purchase.
- (2) Whether you are a "Direct Payment Class Member."

### **No Receipts? You Can Still Get Paid (Up to 6 Units)**

You can receive a Cash Payment for up to six (6) Joint Juice® Units without submitting any receipts. Just submit a Claim Form and state the number of Units you purchased.

### **More than 6 Units? Submit Proof**

If you claim more than six (6) Units, you must provide Proof of Purchase (like receipts, order confirmations, or retailer account history) for each additional Unit to receive payment.

### **Already Identified? You'll Get Paid Automatically**

If you received an email or postcard identifying you as a "Direct Payment Class Member," you will automatically be paid based on retailer records of the number of Joint Juice® Units you purchased. That payment is your "Direct Payment Award."

You can also file a Claim Form for additional purchases not covered by those records.

### **Estimated Payment Amounts**

Your payment will be approximately \$50 per Joint Juice® Unit you purchased in New York from December 5, 2013 to December 28, 2021, inclusive of those dates.

Note: The actual amount you receive may be adjusted up or down depending on how many Claims are filed and other factors described in the Settlement Agreement.

## **Deciding What to Do**

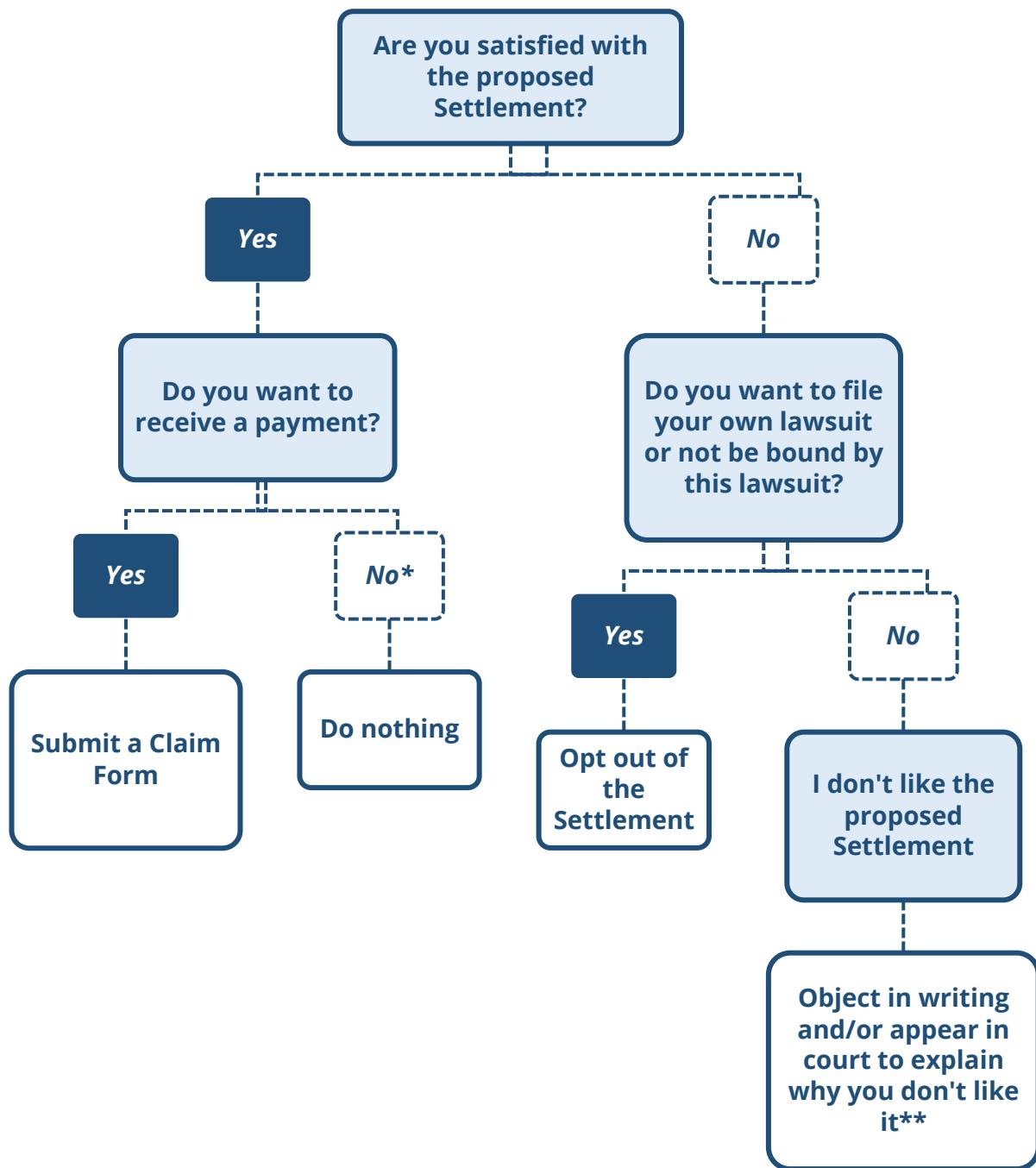
### **10. How do I weigh my options?**

You have four options. You can stay in the Settlement and submit a Claim, you can opt out of the Settlement, you can object to the Settlement, or you can do nothing. This chart shows the effects of each option:

	<b>Submit a Claim</b>	<b>Opt out</b>	<b>Object</b>	<b>Do Nothing</b>
<b>Can I receive Settlement money if I ...</b>	YES	NO	YES	NO*
<b>Am I bound by the terms of this Settlement if I ...</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I ...</b>	NO	YES	NO	NO
<b>Will the class lawyers represent me if I ...</b>	YES	NO	NO	YES

\* Direct Payment Class Members who do nothing will still receive their Direct Payment Award. (See Question 12)

## 11. What is the best path for me?



\* Unless they "opt out" of the Settlement, Direct Payment Class Members will still receive their Direct Payment Award. (See Question 12)

\*\*You can object to the Settlement AND submit a Claim Form to receive payment.

# Submitting a Claim

## 12. How do I get a payment if I am a Class Member?

There are two ways to receive a Cash Payment—either automatically or by submitting a Claim Form. It depends on which group of the Class you're in:

### If You're a Direct Payment Class Member:

You do **not** need to submit a Claim Form. You'll automatically receive a payment (called a "Direct Payment Award") based on retailer records showing your Joint Juice® purchases in New York from December 5, 2013 to December 28, 2021, inclusive of those dates.

If you received an email or postcard stating that "You're a Direct Payment Class Member," you are in this group.

**But** even if you are in this group, **you may also file a Claim Form** to request payment for any additional purchases not reflected in the records.

### If You're a Claim-In Class Member:

You **must file a Claim Form** to receive any payment.

You're a Claim-In Class Member if you did **not** receive an email or postcard stating that you are a Direct Payment Class Member.

Filing a Claim Form is quick and easy. No receipts are needed for up to six (6) Units, but you can submit receipts to claim more. You'll receive approximately \$50 per Unit (see Question 9 for details).

You can submit a Claim Form in one of two ways:

- (1) **Online** at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com), or
- (2) **By mail** to the Settlement Administrator at the address listed in Question 17 below.

### Claim Form Deadline:

- (1) Online Claims must be submitted by **May 15, 2026**.
- (2) Mailed Claims must be postmarked by **May 15, 2026**.

## 13. When will I get my payment from this lawsuit?

The Court will hold a hearing on April 30, 2026 at 1:30 PM (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Cash Payment until any appeals are resolved. Please be patient.

## 14. Do I have a lawyer in this lawsuit?

In a class action, the Court appoints a Class Representative and lawyers to work on the case and represent the interests of all the Class Members. The Court has appointed the following lawyers as "Class Counsel."

**Your lawyers:** Timothy G. Blood and Thomas J. O'Reardon II from Blood Hurst & O'Reardon, LLP. These are the lawyers who obtained the judgment and negotiated this Settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## 15. Do I have to pay the lawyers?

Lawyers' fees and costs will be paid from the Settlement. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid to take the case to trial and appeals. Following the trial and appeals, the Court previously awarded lawyers' fees of \$7,781,957.78 and costs of \$1,130,756.07, plus statutory post-judgment interest. Through October 20, 2025, the total amount is \$9,992,227.92, and your lawyers will request that the Court approve a payment to them of that amount.

The Court also previously awarded \$25,000 to Mary Beth Montera (plus statutory post-judgment interest) for the time and effort she contributed to the case on behalf of the Class, including testifying at deposition, attending the 9-day trial, and testifying at trial. Through

October 20, 2025, that amount is \$28,294.00, and Montera will request that the Court approve a payment to her in that amount.

You have the right to object to the lawyers' fees and the payment to *Montera* even if you think the other Settlement terms are fair.

## Opting Out

### 16. What if I don't want to be part of this Settlement?

You can opt out. If you do, you will not receive payment and cannot object to the Settlement. However, you will not be bound or affected by anything that happens in the lawsuit and may be able to file your own case.

### 17. How do I opt out?

To opt out of the Settlement (sometimes called "excluding" yourself), you must send a written "Request for Exclusion" by mail or submit one online. Your request must clearly state that you want to be excluded from the Settlement in *Montera v. Premier Nutrition Corporation*, Case No. 3:16-CV-06980 RS. You must mail it by April 6, 2026 to the Settlement Administrator at:

Joint Juice New York Settlement  
C/O JND Legal Administration  
P.O. Box 91440  
Seattle, WA 98111

Be sure to include your name, address, telephone number, signature, and why you believe you are a Class Member. You can also get and submit a Request for Exclusion form at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com).

## Objecting

### 18. What if I disagree with the Settlement?

If you disagree with any part of the Settlement, but don't want to opt

out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the Class, or the entire Class. The Court will consider your views. The Court can only approve or deny the Settlement — it cannot change the terms of the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may, but don't need to, hire your own lawyer to help you.

To object, you must file a written objection with the Court. The objection must:

- (1) be filed with the Clerk of the Court, 450 Golden Gate Ave., San Francisco, CA 94102 no later than April 6, 2026;
- (2) include the case name and number (*Montera v. Premier Nutrition Corporation*, Case No. 3:16-CV-06980 RS);
- (3) include your full name, address and telephone number, and email address (if you have one), and if you're represented by counsel, the name, address, email address, and telephone of your counsel;
- (4) state under oath that you are a Class Member;
- (5) state whether you intend to appear the Final Approval Hearing, either in person or through counsel;
- (6) state all your objections and the specific grounds supporting your objections;
- (7) state whether your objection applies only to you, to a specific subset of the Class, or to the entire Class;
- (8) contain any papers, briefs, or other documents upon which your objection is based;
- (9) identify the case name, case number, and court for any prior class action lawsuit in which you or your attorney (if applicable) have objected to a proposed class action settlement; and
- (10) contain your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation “/s” or something similar is not sufficient).

**Your objection must be filed with the Court no later than April 6, 2026.**

# Doing Nothing

## 19. What are the consequences of doing nothing?

If you do nothing, you will not get any money **unless** you are a Direct Payment Class Member—in that case, you will still receive your Direct Payment Award.

However, you will still be bound by the Settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Premier Nutrition Corporation about the issues in this case. A full description of the claims and those who will be released if this Settlement is approved can be found in Sections I.47 to I.50 and II.H of the Settlement Agreement at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com). The full Release is also in Appendix A to this notice.

# Key Resources

## 20. How do I get more information?

This Notice is a summary of the proposed Settlement. The complete Settlement with all its terms can be found at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com). To get a copy of the Settlement Agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com) or call 1-888-921-0720
- access the Court’s PACER system online or visit the Clerk’s office of the Court (address below), between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Resource	Contact Information
<b>Case website</b>	www.JointJuiceSettlement.com
<b>Case hotline</b>	1-888-921-0720
<b>Settlement Administrator</b>	Joint Juice New York Settlement c/o JND Legal Administration P.O. Box 91440 Seattle, WA 98111
<b>Your Lawyers ("Class Counsel")</b>	Blood Hurst & O'Reardon, LLP Timothy G. Blood Thomas J. O'Reardon II info@bholaw.com 501 West Broadway, Suite 1490 San Diego, CA 92101
<b>Court (DO NOT CONTACT – visit Clerk's office only)</b>	United States District Court, Northern District of California 450 Golden Gate Ave. San Francisco, CA 94102

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

# **APPENDIX A**

## **The Settlement "Release" Sections**

**(The complete Settlement Agreement is  
available at [JointJuiceSettlement.com](http://JointJuiceSettlement.com))**

1           39.    “Other Actions” means *Bland v. Premier Nutrition Corp.*, No. RG19002714  
2 (Alameda Super. Ct.) and *Sonner v. Premier Nutrition Company, LLC*, No. RG20072126 (Alameda  
3 Super. Ct.).

4           40.    “Participating Class Members” means persons in the Class who made  
5 Verified Class Purchases and to whom Cash Payments are sent.

6           41.    “Party” means the Plaintiff, on behalf of herself and the Class, and Defendant.

7           42.    “Plaintiff’s Counsel” means Blood, Hurst & O’Reardon, LLP, Iredale & Yoo  
8 APC, Lynch Carpenter, LLP, and Public Citizen Litigation Group.

9           43.    “Preliminary Approval Order” means the order to be entered by the Court  
10 preliminarily approving the Settlement Agreement, setting the date for the Final Approval Hearing,  
11 approving the Class Notice Program and Class Notice, and setting the Opt-Out Date, Objection  
12 Date, and Notice Date, the proposed form of which is attached as Exhibit A.

13           44.    “Proof of Purchase” means a receipt, invoice, or retailer record demonstrating  
14 that the Class Member who submits the Claim purchased Joint Juice in the State of New York during  
15 the Class Period, and that includes sufficient transaction details—such as product description, date,  
16 and price paid—to reasonably verify the retail amount spent on Joint Juice.

17           45.    “Publication Notice” means distribution of the Class Notice as described in  
18 Section II.G.2.c, including through the Internet Banner Advertisements, print publications and the  
19 Press Release.

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

22           47.    “Release” means the release and waiver set forth in Section II.H of this  
23 Settlement Agreement and in the Final Approval Order.

24           48.    “Released Claims” means, with the exception of claims for personal injury,  
25 any and all manner of claims regardless of the cause of action arising from or relating to the conduct  
26 that was alleged or could have been alleged in the Action and that are based on any or all of the  
27 same factual predicate of those claims in the Action, specifically that Joint Juice was misleadingly  
28 marketed, promoted or sold, specifically including all elements of the labelling, packaging,

1 advertisements, promotions and marketing of Joint Juice, including the language, presence, or  
2 absence of any disclaimers. Class Members are releasing claims based only on any or all of the same  
3 factual predicate set forth in the operative complaint filed in the Action.

4 49. "Released Parties" or "Released Party" means Defendant, and all of its past,  
5 present and future, direct or indirect corporate parents (including holding companies), subsidiaries,  
6 related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to  
7 the Securities Exchange Act of 1934), predecessor and successors, and all of their respective  
8 franchisees, officers, directors, managing directors, employees, agents, contractors, independent  
9 contractors, suppliers, distributors, attorneys, legal or other representatives, accountants, auditors,  
10 experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns.

11 50. "Releasing Parties" or "Releasing Party" means Plaintiff and each Class  
12 Member who does not timely submit a valid Request for Exclusion.

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

18 52. "Retail Purchase Records" means records maintained by Premier or by  
19 retailers of Joint Juice from which the identities and/or purchase histories of Class Members can be  
20 determined, in whole or in part, which records will be provided to the Settlement Administrator to  
21 provide Direct Notice and determine Cash Payments.

22 53. "Settlement" means the resolution of this Action in accordance with the terms  
23 and provisions of this Settlement Agreement.

24 54. "Settlement Administrator" means the entity retained by the Parties and  
25 approved by the Court to design, consult on, and implement the Class Notice Program and  
26 Distribution Process, and perform overall administrative functions. Subject to Court approval, JND  
27 Legal Administration ("JND") shall serve as Settlement Administrator.

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

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

10                  **H. Releases**

11                  1. Upon the Effective Date, each and every Releasing Party shall by order of  
12 this Court be deemed to have released, waived, forfeited and shall be permanently barred and  
13 enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released  
14 Party.

15                  2. In addition, with respect to the Released Claims, Plaintiff specifically  
16 acknowledges and affirmatively waives any rights or benefits available to her under California Civil  
17 Code section 1542. California Civil Code section 1542 provides:

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

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

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

4                   **I. Attorneys' Fees and Expenses and Class Representative Service Awards**

5                   1. Plaintiffs' Counsel will not seek Attorneys' Fees and Expenses beyond the  
6 amounts already awarded by the courts in this Action as described in Section I.2. Class Counsel  
7 shall be responsible for allocating and distributing the Attorneys' Fees and Expenses to Plaintiffs'  
8 Counsel.

9                   2. Plaintiff Mary Beth Montera will not seek a Class Representative Service  
10 Award in an amount beyond the amount already awarded by the Court in this Action as described  
11 in Section I.17.

12                   **J. Preliminary Approval Order and Final Approval Order**

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

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

- 18                   a. Preliminarily approve the Settlement Agreement;
- 19                   b. Order the dissemination of the Class Notice and the taking of all  
20 necessary and appropriate steps to accomplish this task;
- 21                   c. Determine that the Class Notice complies with all legal 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;