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10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

12 MARY BETH MONTERA, individually and
on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 PREMIER NUTRITION CORPORATION
16 f/k/a JOINT JUICE, INC.,

17 Defendant.

Case No. 3:16-CV-06980 RS

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF LAW**

CLASS ACTION

Date: May 7, 2026
Time: 1:30 p.m.
Judge: Honorable Richard Seeborg
Courtroom: Courtroom 3, 17th Floor

Complaint Filed: December 5, 2016

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NOTICE OF MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that on **May 7, 2026**, at **1:30 p.m.**, in Courtroom 3, 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, Plaintiff will and hereby does move for an order granting final approval of class action settlement.

This motion is based on this notice, the memorandum of points and authorities, the Declarations of Timothy G. Blood, Jennifer Keough and Eryn Marchiolo, the complete file and record in this action and the related actions,¹ and such other evidence and argument as may be presented at or before the hearing on this motion.

This Motion and its supporting documents are concurrently posted on the settlement website (www.JointJuiceSettlement.com). The pleadings and other records in this litigation may be examined online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 1:00 p.m., Monday through Friday, excluding Court holidays.

Pursuant to the Court's Preliminary Approval Order (Dkt. No. 409), which is also available to view at www.JointJuiceSettlement.com, Class Members may object to this Motion by mailing or submitting a letter to the Clerk of Court, 450 Golden Gate Avenue, San Francisco, CA 94201-3489 on or before the objection deadline, **April 6, 2026**.

To be considered by the Court, the written objection must include the following information:

- (a) a heading which refers to the Action (*Montera v. Premier Nutrition Corp.*, Case No. 3:16-cv-06980-RS (N.D. Cal.));
- (b) the objector's full name, address, telephone number and email address (if any), and, if represented by counsel, the name, address, email address, and telephone number of his/her counsel;
- (c) a statement under oath that the objector is a Class Member;
- (d) a statement whether the objector intends to

¹ *Mullins v. Premier Nutrition Corp.*, No. 13-cv-01271-RS (N.D. Cal.); *Caiazzo v. Premier Nutrition Corp.*, No. 3:16-cv-06685-RS (N.D. Cal.); *Ravinsky v. Premier Nutrition Corp.*, No. 3:16-cv-06704-RS (N.D. Cal.); *Sandoval v. Premier Nutrition Corp.*, No. 3:16-cv-06708-RS (N.D. Cal.); *Lux v. Premier Nutrition Corp.*, No. 3:16-cv-06703-RS (N.D. Cal.); *Dent v. Premier Nutrition Corp.*, No. 3:16-cv-06721-RS (N.D. Cal.); *Avery v. Premier Nutrition Corp.*, No. 3:16-cv-06980-RS (N.D. Cal.); *Spencer v. Premier Nutrition Corp.*, No. 3:16-cv-07090-RS (N.D. Cal.); *Trudeau v. Premier Nutrition Corp.*, No. 3:17-cv-00054-RS (N.D. Cal.).

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appear at the Final Approval Hearing (currently scheduled April 30, 2026, at 1:30 p.m.), either in person or through counsel; (e) a statement of the objection and the specific grounds supporting the objection; (f) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (g) copies of any papers, briefs, or other documents upon which the objection is based; (h) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and the objector’s attorney (if applicable) has objected to a proposed class action settlement; and (i) the objector’s handwritten, dated signature (the signature of objector’s counsel, an electronic signature, and the annotation “/s” or similar annotation will not suffice).

See Dkt. No. 409, ¶ 6. Pursuant to the Court’s Order, absent good cause shown and found by the Court, objections will not be considered that are not timely or otherwise compliant with the terms stated above, any such objection shall be deemed to have been waived. *Id.*, ¶¶ 6–7.

Respectfully submitted,

Dated: March 20, 2026

BLOOD HURST & O’REARDON, LLP

By: s/ Timothy G. Blood
TIMOTHY G. BLOOD

MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiff submits this memorandum in support of the Motion for Final Approval of Class Action Settlement.² The Declaration of Timothy G. Blood (“Blood Final Approval Decl.”) in support of this motion is concurrently filed.

I. INTRODUCTION

After more than a decade of litigation—including a jury trial, post-trial proceedings, and multiple appeals—Plaintiff and Defendant reached a settlement that is effectively a satisfaction of the judgment Plaintiff obtained and resolves the remaining appellate proceedings in this Action. Plaintiff now seeks final approval of the Settlement.³

This Action has already been litigated to judgment. Following a jury verdict in favor of the Class, this Court entered judgment awarding statutory damages, which was affirmed on appeal and reaffirmed on remand. The Settlement provides for payment of that judgment, together with post-judgment interest and the Court-awarded attorneys’ fees and expenses. In that respect, the Settlement does not compromise the Class’s recovery; it ensures that the recovery already obtained is paid promptly and without further litigation.

At the time of settlement, significant appellate proceedings remained pending, including Premier’s petition for certiorari in the United States Supreme Court and cross-appeals concerning this Court’s post-remand order. Absent settlement, those proceedings would have result in additional delay and further litigation. The Settlement resolves those proceedings and provides for prompt and certain payment to the Class.

The Settlement also includes a distribution plan designed to maximize the amount of money delivered to Class Members. Using retail purchase data obtained through third-party subpoenas, a substantial number of Class Members will be sent cash payments without submitting a claim. Other

² All capitalized terms have the same meaning as defined in the Stipulation of Settlement (Dkt. No. 402-2) (“Settlement Agreement” or “SA”), unless otherwise stated.

³ The companion *Bland* and *Sonner* “Multistate Settlement” presented for approval to Judge Michael Markman covers the nine classes from eight states that were previously certified in this Court and state court. On January 8, 2026, Judge Markman granted preliminary approval of the Multistate Settlement. The final approval hearing is set for May 5, 2026, at 10:00 a.m.

1 Class Members may submit simple claim forms without proof of purchase for a baseline number of
 2 units. As a result, the Settlement ensures that the judgment amount is distributed efficiently and with
 3 minimal burden.

4 On December 5, 2025, after briefing and a hearing, the Court granted preliminary approval
 5 of the Settlement, finding that it would likely be able to approve the Settlement as fair, reasonable,
 6 and adequate. Dkt. No. 409. The Court also approved the form and method of notice.

7 The Class Notice Program has now been implemented in accordance with the Court's order.
 8 See Declaration of Jennifer M. Keough Regarding Class Notice Program and Settlement
 9 Administration ("Keough Declaration"), ¶¶ 5, 35. Approximately 12,500 Class Members received
 10 Direct Notice telling them about the settlement and that they will be automatically sent their
 11 settlement Cash Payments. *Id.*, ¶¶ 8–10. Class Notice was also disseminated through targeted
 12 internet advertising and other publication methods designed to reach additional purchasers. *Id.*,
 13 ¶¶ 10–24. The claims deadline remains fifty-nine days away, and approximately 11,500 claims have
 14 already been submitted. *Id.*, ¶ 32. Based on the amount of automatic payments to Identified Class
 15 Members and the current rate of Claims, the individual Cash Payment awards are expected to be
 16 approximately \$50 per unit as stated in the Class Notice. *Id.*, ¶¶ 6, 32. The reaction of the Class
 17 further supports approval. As of March 20, 2026, no objections and only seven requests for
 18 exclusion have been received. *Id.*, ¶¶ 29, 31; Keough Decl., ¶¶ 29, 31; Declaration of Timothy G.
 19 Blood in Support of Final Approval Motion ("Blood Final Approval Decl."), ¶ 4.

20 Finally, the Settlement is part of a broader \$90 million non-reversionary resolution of the
 21 Joint Juice actions. While the Court need not rely on comparisons to other settlements given that
 22 this Settlement provides for payment of the judgment, that context further confirms the substantial
 23 relief obtained.

24 In light of the procedural posture of this case and the relief provided, the Settlement satisfies
 25 Rule 23(e) and should be finally approved.

26 **II. PROCEDURAL HISTORY**

27 The Motion for Preliminary Approval and the Declaration of Timothy G. Blood in Support
 28 of Preliminary Approval describe in detail the lengthy procedural history of this Action, including

1 the jury trial, post-trial proceedings, appellate rulings, and the extensive settlement negotiations that
2 culminated in the Settlement Agreement. *See* Dkt. Nos. 402, 402-1. Rather than repeat those details
3 here, they are incorporated by this reference and summarized below.

4 The Joint Juice litigation has lasted thirteen years and has been extensively litigated at every
5 stage. The case proceeded through fact and expert discovery, class certification, summary judgment,
6 a jury trial, post-trial motions, and multiple appeals. The parties engaged in extensive discovery,
7 including dozens of depositions, numerous third-party subpoenas, and the production of hundreds
8 of thousands of pages of documents, as well as expert discovery involving multiple testifying
9 experts.

10 Following trial, the jury returned a verdict in favor of the Class, and this Court entered
11 judgment awarding statutory damages. That judgment was affirmed on appeal. On remand this Court
12 reaffirmed the Class’s entitlement to the statutory damages award. The parties thereafter engaged in
13 further appellate proceedings, including cross-appeals and a petition for certiorari. The Settlement
14 was reached against this backdrop, after years of hard-fought litigation and only after the Class had
15 prevailed at trial and on appeal.

16 **III. THE SETTLEMENT AGREEMENT**

17 The Settlement Agreement provides for a non-reversionary fund consisting of the Class’s
18 judgment, together with post-judgment interest, attorneys’ fees and expenses previously awarded
19 by the Court, and the Class Representative service award. *See* SA, § I.56. The total Settlement
20 Amount of \$19,160,186.47 reflects the full satisfaction of those amounts and resolves all remaining
21 appellate proceedings in this action. *See* SA at p.6.

22 Class Members will receive \$50 Cash Payment awards for every Joint Juice Unit purchased
23 during the Class Periods. Payments will be sent to the more than 12,500 Class Members identified
24 in retailer records without the need to submit a claim. These “Identified Class Members” will
25 automatically receive more than \$50 for each purchase reflected in the retail sales records. SA,
26 § II.B.1.a(i). All Class Members, including the Identified Class Members, may claim reimbursement
27 for up to six purchases without proof of purchase, for a total of up to \$300. Because the average
28 Class Member purchased about 3.5 units, this structure allows recovery—without receipts—for

1 roughly each unit they likely purchased. However, those with proof of purchase may claim refunds
2 for as many units as they have proofs of purchase.

3 No portion of the Settlement will revert to Defendant. Any funds remaining after calculated
4 valid claims will be distributed to Identified Class Members and Claimants by increasing awards as
5 needed to ensure full distribution of the Net Fund. Any *cy pres* amount will be limited to uncashed
6 checks and paid to the Rheumatology Research Foundation. SA, § II.D.2.f.; *see also* Declaration of
7 Eryn Marchiolo in Support of Cy Pres Designation of the Rheumatology Research Foundation, ¶ 2
8 (the Foundation is the nation’s largest private funding source of rheumatology research and
9 training). Even then, before any *cy pres* distribution, reminder emails will be sent urging Class
10 Members to cash their checks. SA, § II.B.2.f.

11 **IV. THE PRELIMINARY APPROVAL ORDER**

12 After briefing, a hearing, and due consideration, on December 5, 2025, the Court entered the
13 Preliminary Approval Order. Dkt. No. 409. The Court analyzed the requirements of Fed. R. Civ. P.
14 Rule 23, found that it would likely be able to approve the Settlement under Rule 23(e)(2) and
15 preliminarily approved the Settlement as fair, reasonable, and adequate. *Id.* at 2. The Court further
16 found that the Settlement “substantially fulfills the purposes and objectives of the class action” and
17 provides substantial relief to the Class in light of the risks, burdens, costs, and delay associated with
18 continued litigation and appeal. *Id.*

19 The Court also found that the Settlement is the result of arm’s-length negotiations between
20 experienced counsel, provides adequate relief to the Class, and treats Class Members equitably
21 relative to each other, while satisfying all applicable requirements of Rule 23 and due process. *Id.*
22 at 2–3.

23 In addition, the Court approved the form and method of the Class Notice and the Class Notice
24 Program, finding that they constitute the best notice practicable under the circumstances and fully
25 satisfy the requirements of due process and Rule 23. *Id.* at 7.

26 **V. THE STANDARDS FOR FINAL APPROVAL**

27 Pursuant to Rule 23(e), after directing notice to settlement class members in a reasonable
28 manner and prior to granting final approval of a proposed settlement, the Court must conduct a

1 fairness hearing and determine whether the settlement's terms, as a whole, are "fair, reasonable, and
 2 adequate." Fed. R. Civ. P. 23(e)(2); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625
 3 (9th Cir. 1982) (the court's role is to determine whether the settlement is not collusive and, "taken
 4 as a whole, is fair, reasonable and adequate to all concerned"); *Rodriguez v. West Publ'g Co.*, 563
 5 F.3d 948, 965 (9th Cir. 2009) ("In this case, the negotiated amount is fair and reasonable no matter
 6 how you slice it. There is no evidence of fraud, overreaching, or collusion."); *see generally Manual*
 7 *for Complex Litigation (Fourth)* § 21.62 (2004) ("Rule 23(e)(1)(C) establishes that the settlement
 8 must be fair, reasonable, and adequate."); 4 William B. Rubenstein, et al., *Newberg on Class Actions*
 9 § 13:42 (5th ed.). In making its determination, "[i]t is neither for the court to reach any ultimate
 10 conclusions regarding the merits of the dispute, nor to second guess the settlement terms." *In re TD*
 11 *Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 U.S. Dist. LEXIS 103222, at *11–12
 12 (N.D. Cal. Sept. 12, 2011) (citing *Officers for Justice*, 688 F.2d at 625).

13 Judicial policy strongly favors the settlement of class actions. *Class Plaintiffs v. Seattle*, 955
 14 F.2d 1268, 1276 (9th Cir. 1992). "[V]oluntary conciliation and settlement are the preferred means
 15 of dispute resolution." *Officers for Justice*, 688 F.2d at 625.

16 As part of the preliminary approval process, the Court has already considered the factors set
 17 forth in Rule 23(e)(2) for making the "fair, adequate and reasonable" determination: (a) the class
 18 representatives and class counsel have adequately represented the Class; (b) the proposal was
 19 negotiated at arm's length; (c) the relief provided for the Class is adequate, taking into account:
 20 (i) the costs, risks, and delay of continued litigation and appeal; (ii) the effectiveness of any
 21 proposed method of distributing relief to the class, including the method of processing class member
 22 Claims; and (iii) the terms of any proposed award of attorney's fees, including timing of payment;
 23 and (d) the proposal treats class members equitably relative to each other.

24 The Court also considered additional factors that Courts in the Ninth Circuit use as
 25 guideposts when evaluating the fairness of a class action settlement: (1) the strength of plaintiff's
 26 case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of
 27 maintaining class action status throughout the trial; (4) the amount achieved or recovered in
 28 resolution of the action; (5) the extent of discovery completed, and the stage of the proceedings;

1 (6) the experience and views of counsel; and (7) the reaction of the class members to the proposed
 2 settlement. *See Class Plaintiffs*, 955 F.2d at 1291; *Officers for Justice*, 688 F.2d at 625; *In re*
 3 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

4 Each of these factors supports approval of the Settlement.

5 **VI. THE SETTLEMENT MERITS FINAL APPROVAL**

6 The Motion for Preliminary Approval, the Declaration of Timothy G. Blood in Support of
 7 Motion for Preliminary Approval, Plaintiff’s Motion for Attorneys’ Fees, Reimbursement of
 8 Expenses, and Service Award for the Class Representative, and accompanying declarations and
 9 documents describe in detail why the above-described factors used to evaluate the fairness of a class
 10 action settlement weigh in favor of approval and are incorporated by this reference. *See* Dkt. Nos.
 11 402, 402-1, 402-2.

12 Rather than repeat what was previously briefed in detail, each fairness factor is briefly
 13 addressed below. *See Franco v. E-3 Sys.*, No. 19-cv-01453-HSG, 2021 U.S. Dist. LEXIS 107399,
 14 at *14 (N.D. Cal. June 8, 2021) (granting final approval and noting “no facts have changed that
 15 would affect the Court’s previous findings in its preliminary approval order”). Because Class Notice
 16 had not been disseminated, the only approval factor not entirely addressed in previous filings is the
 17 reaction of the Class Members to the proposed Settlement. That factor is now discussed in § VI.F
 18 below.

19 **A. The Previously Certified Class Remains Appropriate, and Class Counsel and**
 20 **the Class Representative Have Adequately Represented the Class**

21 The Class in this Action was previously certified for litigation purposes, Class Counsel and
 22 the Class Representative were previously appointed and litigated the Action through trial, judgment,
 23 and appeal. *See* Blood Preliminary Approval Decl., ¶¶ 8–30; *see also* Dkt Nos. 296-1 and 328-1
 24 (prior declarations also reciting the history of the litigation). The Ninth Circuit affirmed this Court’s
 25 class certification rulings. *Montera v. Premier Nutrition Corp.*, 111 F.4th 1018, 1025 (9th Cir.
 26 2024). The same Class, Class Counsel, and Class Representative remain for purposes of the
 27 Settlement.
 28

1 Nothing about the Settlement alters the definition of the Class or the basis on which it was
 2 certified. Nor have any facts or circumstances changed that would call into question the Court's
 3 prior certification rulings or the adequacy of Class Counsel and the Class Representative.
 4 Accordingly, the requirements of Rule 23 continue to be satisfied, including Rule 23(e)(2)(A).

5 **B. The Settlement Avoids Further Appellate Proceedings, Expense, and Delay**

6 The Settlement is also fair in light of the expense and delay of continued appellate litigation.
 7 *See* Fed. R. Civ. P. 23(e)(2)(C)(i).

8 Absent settlement, Premier would have continued pursuing its pending appeals, including
 9 its petition for certiorari in the Supreme Court. While Plaintiff believes the petition would likely
 10 have been denied, there remained a possibility of further proceedings. If certiorari had been granted,
 11 the parties could have faced additional briefing and argument, including potential proceedings in
 12 the Ninth Circuit and certification-related proceedings before the New York Court of Appeals,
 13 followed by further appellate litigation depending on the outcome of those proceedings.

14 In addition, Premier appealed this Court's post-remand order addressing statutory damages,
 15 and Plaintiff filed a cross-appeal. Those appeals presented additional issues for resolution by the
 16 Ninth Circuit and the potential for further remand proceedings. Continuing to litigate these matters
 17 would have required substantial additional time and expense and would have delayed recovery for
 18 the Class.

19 Even after further years of litigation, Class Members may not have recovered more than
 20 what the Settlement provides now—payment based on \$50 per unit, which amount exceeds 550%
 21 of the average retail price paid (\$8.95). *See* Blood Preliminary Approval Decl., ¶¶ 38, 62. The
 22 Settlement secures that recovery without further delay or risk.

23 Under these circumstances, the Settlement reasonably resolves the remaining appellate
 24 proceedings and supports final approval.

25 **C. The Settlement Provides for Payment of the Full Judgment Amount Plus**
 26 **Interest to the Class**

27 The relief provided here strongly supports approval. *See In re LinkedIn User Privacy Litig.*,
 28 309 F.R.D. 573, 587–88 (N.D. Cal. 2015); *Cabrera v. Google LLC*, No. 5:11-cv-01263-EJD, 2025

1 U.S. Dist. LEXIS 169496, at *19–20 (N.D. Cal. Aug. 29, 2025) (non-reversionary fund of 13.9% to
 2 18.9% of claimed damages was substantial and supported final approval); *Plumbers v. Caredx, Inc.*,
 3 No. 22-cv-03023-TLT, 2025 U.S. Dist. LEXIS 258237, at *25–26 (N.D. Cal. Dec. 4, 2025)
 4 (approving settlement of 5% of possible recovery and noting that courts “routinely approve of
 5 similar settlement amounts”); *Yun-Fei Lou v. Am. Honda Motor Co.*, No. 16-cv-04384-JST, 2025
 6 U.S. Dist. LEXIS 89346, at *16–17 (N.D. Cal. May 9, 2025) (“Although not articulated as a separate
 7 factor in Rule 23(e), “[t]he relief that the settlement is expected to provide to class members is a
 8 central concern.”) (quoting Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory committee’s note to 2018
 9 amendment). The Settlement provides for payment of the full judgment previously determined by
 10 the Court, together with post-judgment interest. Class Members are entitled to \$50 for each Joint
 11 Juice unit sold during the Class Period, resulting in a total Class Judgment Amount of
 12 \$9,139,664.55. *See* Blood Preliminary Approval Decl., ¶¶ 3, 23, 37–38, 58, 62. That amount
 13 substantially exceeds the total retail value of Joint Juice units sold during the Class Period, which
 14 was \$1,488,078.49. *Id.*, ¶ 22; *see also* Dkt. Nos. 268 (Jury Verdict), 391 (Order Awarding Statutory
 15 Damages of \$8.3 Million on Remand) at 9.

16 The Settlement also includes a distribution plan designed to deliver that recovery to Class
 17 Members equitably, efficiently, and with minimal burden. *See In re Juul Labs, Inc.*, No. 19-md-
 18 02913-WHO, 2024 U.S. Dist. LEXIS 45697, at *380–81 (N.D. Cal. Mar. 14, 2024).

19 First, payments will be sent directly to Class Members whose identity and purchase histories
 20 have been identified. *See* SA, § II.B.1.a(i). Class Counsel obtained purchase data from major
 21 retailers through subpoenas, and the more than 12,500 Class Members identified through those sales
 22 records will receive automatic cash payments based on the number of units reflected in those
 23 records. *See* Keough Decl., ¶ 6. No claim form or other action is required. *See* SA, § II.B.1.a(i).

24 Second, Class Members who are not identified through retailer records—or who believe they
 25 purchased additional units—may submit a simple claim form requiring only the number of units
 26 purchased and a selection of payment method. *See* SA, § II.B.1.b and Ex. I. Proof of purchase is not
 27 required to receive \$50 per unit for up to six units, which exceeds the average number of units
 28 purchased per Class Member based on trial evidence. *See* Blood Preliminary Approval Decl., ¶ 39.

1 Class Members who provide proof of purchase will receive the same \$50 per unit payment for all
 2 documented purchases. *See SA*, §§ II.B.1.a(ii), II.B.1.b. Cash Payment awards will be adjusted pro
 3 rata, as necessary, to ensure full distribution of the Net Fund and any amount remaining from
 4 uncashed award checks will be distributed *cy pres*. *Id.*, § II.B.2.f.⁴

5 In all cases, the same per-unit payment formula applies uniformly to all Class Members. *See*
 6 *SA*, § II.B.1.c. These features ensure that the judgment amount is distributed in a pro rata manner
 7 that is both efficient and equitable, and support approval under Rules 23(e)(2)(C)–(D). *See In re*
 8 *Xyrem (Sodium Oxybate) Antitrust Litig.*, No. 20-md-02966-RS, 2025 U.S. Dist. LEXIS 214508, at
 9 *17 (N.D. Cal. Oct. 27, 2025) (pro rata distribution is equitable); *In re Telescopes Antitrust Litig.*,
 10 No. 5:20-cv-03639-EJD, 2025 U.S. Dist. LEXIS 70066, at *23 (N.D. Cal. Apr. 11, 2025) (pro rata
 11 allocation tied to the volume of class member’s purchases is equitable); *Cabrera*, 2025 U.S. Dist.
 12 LEXIS 169496, at *21–22 (same). Moreover, payment of the previously awarded service award to
 13 the Class Representative is reasonable and does not constitute inequitable treatment of class
 14 members. *See Perks v. ActiveHours, Inc.*, No. 5:19-cv-05543-BLF, 2021 U.S. Dist. LEXIS 57272,
 15 at *18 (N.D. Cal. Mar. 25, 2021) (citing *Rodriguez*, 563 F.3d at 958–59); Dkt. No. 320 at 8 (the
 16 Court’s Oct. 18, 2022, order granting the Plaintiff’s requested \$25,000 service award); Dkt. No.
 17 296-4 (Declaration of Mary Beth Montera); *see also* Dkt. No. 410 at 5–6 (Plaintiff’s Feb. 25, 2026,
 18 motion requesting the previously awarded service award); *In re Coll. Athlete NIL Litig.*, 803 F.
 19 Supp. 3d 959, 993 (N.D. Cal. 2025) (approving service awards of \$5,000 to \$125,000 as reasonable
 20 and of a magnitude similar to awards other courts have found appropriate).

21 Although the Settlement provides for payment of the judgment and thus does not depend on
 22 comparisons to other cases, the relief obtained here compares favorably to other dietary supplement

23 _____
 24 ⁴ The Parties propose that any remaining funds be distributed to the Rheumatology Research
 25 Foundation. *See Nachsin v. AOL, LLC*, 663 F.3d 1034 (9th Cir. 2011) (*cy pres* recipient should be
 26 related to the nature of the lawsuit and the class members). As discussed at preliminary approval,
 27 the Rheumatology Research Foundation is a 501(c)(3) non-profit established by the American
 28 College of Rheumatology in 1985 and is the nation’s largest private funder of rheumatology research
 and training. Its mission is to advance research and education concerning the causes, prevention,
 and treatment of rheumatic diseases, including osteoarthritis. *See Marchiolo Declaration*, ¶¶ 2, 4–5,
 7. Given the nature of the claims in this Action, there is a direct and meaningful nexus between the
 Foundation’s work and the interests of the Class.

1 false advertising settlements. As explained in the preliminary approval briefing, this Settlement is
 2 part of a broader \$90 million non-reversionary resolution of the Joint Juice actions, which exceeds
 3 the total retail value of the product sold during the relevant class periods. *See* Blood Preliminary
 4 Approval Decl., ¶ 3 (“\$90 million is 142% of the total retail sales of Joint Juice at issue.”).

5 For example, in *Yamagata v. Reckitt Benckiser, LLC* (N.D. Cal. 2021), a \$50 million
 6 settlement involved more than \$358 million in product sales, representing approximately 14% of
 7 total sales. By contrast, the combined \$90 million recovery here represents 140% of total retail sales
 8 at issue. Other dietary supplement settlements have resulted in smaller recoveries, lower per-unit
 9 payments, and more restrictive claims requirements. *See* Blood Preliminary Approval Decl., ¶¶ 60–
 10 61.

11 The release provided in exchange for this relief limited only to claims, with the exception of
 12 those for personal injury, arising out of the conduct at issue and based “only on” the “same factual
 13 predicate of those claims in this Action, specifically that Joint Juice was misleadingly marketed,
 14 promoted or sold.” *See* SA, § I.48; The scope of the release is thus appropriately limited. *See In re*
 15 *Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 327 (N.D. Cal. 2018).

16 The relief obtained here is exceptional and supports final approval.

17 **D. The Extent of Discovery, Stage of Proceedings, and Arm’s Length Negotiations**

18 The extent of discovery completed, the stage of the litigation, and the parties’ considerable
 19 mediation efforts also support this Settlement. *See Plumbers*, 2025 U.S. Dist. LEXIS 258237, at
 20 *19–20 (“the Court must consider whether counsel had sufficient information to make an informed
 21 decision about the merits of the case”); Fed. R. Civ. P. 23(e)(2)(B) (whether “the proposal was
 22 negotiated at arm’s length”). As explained above and in previous briefing, the Settlement was
 23 reached after more than a decade of litigation, including extensive discovery, summary judgment,
 24 class certification, expert analysis, a jury trial, pre- and post-trial motions (including motions to
 25 decertify, for judgment on the pleadings, and a new trial) and multiple appeals. *See* Blood
 26 Preliminary Approval Decl., ¶¶ 5, 9–31, 72–73.

27 The Settlement was reached only after these proceedings and after the parties engaged in
 28 settlement discussions with the assistance of multiple, experienced mediators. *See* Blood

1 Preliminary Approval Decl., ¶¶ 64–71; *Taylor v. Google LLC*, No. 20-cv-07956-VKD, 2026 U.S.
 2 Dist. LEXIS 46054, at *40 (N.D. Cal. Mar. 5, 2026) (mediation before experienced neutrals over an
 3 extended period of time supported approval). Given the extent of the litigation and the procedural
 4 posture of the case, the parties had a well-developed understanding of the issues at the time of
 5 settlement. This factor strongly supports final approval.

6 **E. The Experience and Views of Counsel**

7 Class Counsel have decades of experience prosecuting complex consumer protection class
 8 actions, including cases involving false advertising and dietary supplements, and believe this
 9 Settlement represents an excellent result for the Class. *See* Blood Preliminary Approval Decl.,
 10 ¶¶ 32–34 and Ex. B thereto (Class Counsel’s firm resume); *In re Omnivision Techs.*, 559 F. Supp.
 11 2d 1036, 1043 (N.D. Cal. 2007) (noting the experience of plaintiffs’ counsel and that “[t]he
 12 recommendations of plaintiffs’ counsel should be given a presumption of reasonableness”) (citation
 13 omitted).

14 **F. The Reaction of Class Members Favors Final Approval**

15 A favorable reaction by class members to the proposed settlement supports final approval.
 16 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). “It is established that the
 17 absence of a large number of objections to a proposed class action settlement raises a strong
 18 presumption that the terms of a proposed class settlement action are favorable to the class members.”
 19 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004).

20 The reaction here has been positive. Following a comprehensive notice program with class
 21 notice delivered directly to over 12,500 Class Members, no objections have been received, and only
 22 seven Class Members—approximately 0.06% of the Identified Class Members—have opted out.
 23 *See* Keough Decl., ¶ 29. Meanwhile, thousands of Class Members have submitted claims. *Id.*, ¶ 32.

24 This is a very positive reaction to the Settlement. *See, e.g., In re Mego*, 213 F.3d at 459
 25 (where just a “handful” objected, “[t]he reaction of the class members to the proposed settlement
 26 further supports the conclusion that ... the Settlement was fair, adequate and reasonable”); *Churchill*
 27 *Village, LLC v. GE*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming approval of a class action
 28 settlement where forty-five objections were received out of 90,000 notices); *In re Omnivision*, 559

1 F. Supp. 2d at 1043 (“objections from only 3 out of 57,630 potential Class Members who received
 2 the notice” shows the class favors the settlement); *Garner v. State Farm Mut. Auto. Ins. Co.*, No.
 3 CV 08 1365 CW (EMC), 2010 U.S. Dist. LEXIS 49477, at *40 (N.D. Cal. Apr. 22, 2010) (“only
 4 101 out of the over 24,000 who received notice have elected to opt out of the Settlement Class ...
 5 which is a further indication of the fairness of the Settlement.”); *Warner v. Toyota Motor Sales,*
 6 *U.S.A., Inc.*, No. CV 15-2171 FMO (FFMx), 2017 U.S. Dist. LEXIS 77576, at *25 (C.D. Cal. May
 7 21, 2017) (22 objections out of 2.6 million noticed class members found to be “extremely low”). By
 8 any standard, the lack of objection of the Class Members here favors approval of the Settlement. *Id.*

9 **G. Class Notice Satisfied the Requirements of Due Process**

10 The notice provided to the Class satisfies Rule 23 and due process. Rule 23 requires “the
 11 best notice that is practicable under the circumstances, including individual notice to all members
 12 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). While actual notice is
 13 not required, the notice must be reasonably calculated to apprise the Class of the pendency of the
 14 settlement and afford them an opportunity to present their objections or opt-out. *See Eisen v. Carlisle*
 15 *& Jacquelin*, 417 U.S. 156, 173 (1974); *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306,
 16 315 (1950); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 596 (N.D. Cal. 2020)
 17 (“Although Rule 23 requires that reasonable efforts be made to reach all class members, it does not
 18 require that each class member actually receive notice.”); *Juul Labs*, 2024 U.S. Dist. LEXIS 45697,
 19 at *367–68 (approving as the best notice practicable a class notice plan involving direct notice for
 20 whom addresses were available, online publication notice, and settlement website).

21 As the Court found in its Preliminary Approval Order, the Parties’ proposed Class Notice
 22 Program complies with Rule 23 and affords due process to the Class. Dkt. No. 409, ¶ 22. Now that
 23 the Settlement Administrator has completed the Class Notice Program, the Court should find that
 24 the Class received appropriate notice.

25 The notice was written in plain language and clearly informed Class Members of the nature
 26 of the action, the terms of the Settlement, and their rights, including the right to object or request
 27 exclusion. The Court previously approved the form and manner of notice, which was based on the
 28 Federal Judicial Center’s illustrative notices and the Impact Fund’s Notice Project templates. *See*

1 <https://www.impactfund.org/notice-project> (last visited Mar. 18, 2026); *Sparkman v. Comerica*
 2 *Bank*, No. 2:24-cv-01206-DJC-CKD, 2025 U.S. Dist. LEXIS 80649, at *4–5, n.2 (E.D. Cal. Apr.
 3 23, 2025) (class notices utilizing model forms developed by the Impact Fund’s Notice Project were
 4 adequate and contained the information required by Rule 23(c)(2)(B)); <http://www.fjc.gov/> (last
 5 visited Mar. 18, 2026); *see also* Fed. R. Civ. P. 23 Advisory Committee Notes (2003) (“The Federal
 6 Judicial Center has created illustrative clear-notice forms that provide a helpful starting point for
 7 actions similar to those described in the forms.”); *Johns v. Bayer Corp.*, No. 09cv1935, 2013 U.S.
 8 Dist. LEXIS 14933, at *6 (S.D. Cal. Feb. 1, 2013) (“the form and information contained within the
 9 notice is based on and consistent with the Federal Judicial Center’s notices and satisfy the
 10 requirements of Rule 23 and due process”).

11 The multi-faceted Class Notice Program included both direct and publication notice,
 12 satisfying all due process requirements. From third-party discovery obtained by Plaintiffs,
 13 approximately 12,500 Class Members received direct notice by email or mail. Keough Decl., ¶¶ 8–
 14 10. Class Notice was also widely disseminated through a multi-pronged online advertising campaign
 15 that alone reached more than 70% of likely Class Members and involved targeted search engine,
 16 social media advertising, and press releases delivering millions of digital impressions to potential
 17 Class Members. *Id.*, ¶¶ 11–27, 34. The campaign used demographic, geographic, and behavioral
 18 targeting to reach potential Class Members in New York and included a broader AI-driven
 19 nationwide component to reach individuals who may have relocated. *Id.*, ¶ 16. Publication notice
 20 also included English- and Spanish-language press releases and an internet search campaign. *Id.*,
 21 ¶¶ 18–22. In addition, the Settlement Website provides access to the Long Form Notice in English
 22 and Spanish, and a toll-free number with an automated response system is available to answer
 23 questions. *Id.*, ¶¶ 22–25. As of the date of the Keough Declaration, the press release alone was
 24 picked up 553 times with a potential audience of 97.3 million. *Id.*, ¶ 21. On October 30, 2025, the
 25 Settlement Administrator also served the required notices under the Class Action Fairness Act of
 26 2005, 28 U.S.C. § 1715, with no objection or other correspondence received as of March 18, 2026.
 27 *Id.*, ¶ 4.
 28

1 The content and dissemination of the Class Notice Program constitute the best notice
2 practicable under the circumstances and fully comply with Rule 23 and due process requirements.

3 **VII. CONCLUSION**

4 For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant final
5 approval of the Settlement.

6 Respectfully submitted,

7 Dated: March 20, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List.

Executed on March 20, 2026.

s/ Timothy G. Blood

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