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11 [Additional Counsel Appear on Signature Page]

12 **UNITED STATES DISTRICT COURT**

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

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

16 Plaintiff,

17 v.

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

19 Defendant.

20 Case No. 3:16-CV-06980 RS

21 **STIPULATION OF SETTLEMENT**

22 **CLASS ACTION**

23 Judge: Honorable Richard Seeborg
 Courtroom: Courtroom 3, 17th Floor

24 Complaint Filed: December 5, 2016

25 BLOOD HURST & O' REARDON, LLP

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 27
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00228929

Case No. 3:16-cv-06980-RS

STIPULATION OF SETTLEMENT

STIPULATION OF SETTLEMENT

This stipulated settlement is entered into by Plaintiff Mary Beth Montera, individually and on behalf of the Class, and Defendant Premier Nutrition Company, LLC f/k/a Premier Nutrition Corporation (“Premier”). Subject to Court approval, Plaintiff and Premier agree that all claims of Plaintiff and the Class alleged in this Action shall be settled, compromised, and released upon the terms and conditions contained herein.

RECITALS

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

WHEREAS, on April 16, 2016, the District Court granted plaintiff Sonner's motion to certify a class of California consumers who purchased Joint Juice. The Court requested further briefing regarding certification of a multistate class. On June 20, 2016, the Court denied certification of a multistate class. *See Mullins v. Premier*, ECF No. 137.

WHEREAS, on December 5, 2016, Eric Fishon filed a class action complaint against Premier in the United States District Court for the Northern District of California captioned *Fishon v. Premier Nutrition Corp.*, Case No. 3:16-cv-06980-RS, on behalf of himself and all other consumers who purchased Joint Juice in New York. *See* ECF No. 1.

WHEREAS, on August 29, 2019, the District Court denied Premier's motion for judgment on the pleadings in *Fishon*. See ECF No. 58.

WHEREAS, on December 17, 2019, the Court granted in part Fishon's motion for class certification, certifying a class of:

All persons who purchased Joint Juice in New York from December 5, 2013 up and to the date notice is disseminated.

See ECF No. 79.

1 WHEREAS, on November 2, 2021, the Court ordered that trial in *Fishon* was to commence
2 in May 2022.

3 WHEREAS, on December 14, 2021, the Court granted plaintiff Fishon's motion for
4 approval of class notice, finding that the proposed notices and methods of dissemination were
5 reasonably calculated to apprise the Class Members of the pendency of the Action and satisfy
6 constitutional due process requirements and Fed. R. Civ. P. 23(c)(2)(B). The Court also appointed
7 JND Legal Administration to implement and administer dissemination of the class notice and opt-
8 out requests as the Court-appointed notice administrator. *See* ECF No. 102. Pursuant to the Court's
9 order, class notice was disseminated to the New York Class Members beginning on December 28,
10 2021, and the opt-out period expired on February 11, 2022. No members of the Class submitted
11 requests for exclusion.

12 WHEREAS, on March 31, 2022, a Second Amended Complaint was filed, substituting Mary
13 Beth Montera in place of Eric Fishon as the named plaintiff and class representative for the New
14 York class. The *Fishon* action was restyled *Montera v. Premier Nutrition Corp.* *See* ECF No. 135.
15 On April 14, 2022, Premier answered the Second Amended Complaint. *See* ECF No. 160.

16 WHEREAS, on April 26, 2022, Premier's pre-trial motion to decertify the New York Class
17 was denied. *See* ECF No. 180.

18 WHEREAS, on June 7, 2022, following a nine-day jury trial, the jury returned a verdict in
19 favor of Montera and the Class. The jury found that Premier violated New York General Business
20 Law ("GBL") sections 349 and 350. The jury further found that Premier sold 166,249 units of Joint
21 Juice in the state of New York between December 5, 2013 and December 28, 2021, inclusive of
22 those dates. *See* ECF No. 268 (Verdict Form).

23 WHEREAS, on August 12, 2022, the Court denied Premier's motions for judgment as a
24 matter of law and its post-trial motion to decertify. *See* ECF No. 293. The Court granted Montera's
25 motion for entry of judgment, but agreed with Premier that Montera's request for statutory damages
26 of \$91,436,950 was unconstitutionally excessive. (*Id.*) The Court entered judgment awarding
27 statutory damages of \$8,312,450 (the "Class Judgment Amount"), which is equivalent to \$50 per
28 unit sold of Joint Juice in New York during the Class Period. *See* ECF No. 294. The Court awarded

1 prejudgment interest, the entitlement to which was subsequently reversed by the Ninth Circuit. The
2 Court held that pursuant to 28 U.S.C. § 1961, Montera and the Class are entitled to statutory post-
3 judgment interest from August 12, 2022, until the Class Judgment Amount is fully satisfied. *See*
4 ECF No. 294.

5 WHEREAS, on September 9, 2022, Montera filed a notice of appeal to the Ninth Circuit
6 challenging the Court’s reduction of statutory damages to be paid by Premier from \$83.1 million to
7 \$8.3 million on due process grounds. *See* Appeal No. 22-16375.

8 WHEREAS, on October 4, 2022, pursuant to 28 U.S.C. § 1821, the Court granted in part
9 Montera’s bill of costs and entered an order taxing costs in the amount of \$54,455.74. *See* ECF No.
10 314. Pursuant to orders dated October 4, 2022, October 18, 2022, August 7, 2023, November 8,
11 2024, February 3, 2025, and February 19, 2025, Plaintiff’s Counsel was awarded a total of
12 \$7,781,957.78 for attorneys’ fees and \$1,130,756.07 for reimbursement of expenses incurred in this
13 Action, including the appeals. Montera was awarded a \$25,000 service award. These “Fee and
14 Expense Orders” total \$8,937,713.85 and accrue statutory post-judgment interest.

15 WHEREAS, on October 18, 2022, the District Court denied Premier’s motion for a new trial
16 and its renewed motion for judgment as a matter of law. *See* ECF No. 320.

17 WHEREAS, on October 19, 2022, Premier filed a cross-appeal from the judgment entered
18 on August 12, 2022. Premier also appealed the Court’s orders denying its Rule 50(a) motion for
19 judgment as a matter of law, its motions to decertify, its Rule 50(b) renewed motion for judgment
20 as a matter of law, and its motion for a new trial. *See* ECF No. 321; *see also* Appeal No. 22-16622.
21 The Parties’ cross-appeals relating to the judgment following trial were thoroughly and
22 comprehensively briefed, addressing class certification, liability, damages, evidentiary rulings, and
23 the propriety of the statutory damages award. Premier’s combined opening/answering brief was 78
24 pages and 18,303 words. Montera’s combined answering/reply brief was 68 pages and 15,947
25 words. Montera’s excerpt of record consisted of ten volumes totaling 2,033 pages, with an additional
26 further excerpt of record totaling 197 pages. Premier’s supplemental excerpt of record comprised
27 six volumes totaling 1,273 pages.

28

1 WHEREAS, on September 8, 2023, Premier filed a notice of appeal to the Ninth Circuit
 2 challenging the August 7, 2023 order awarding attorney's fees and expenses, and all orders and
 3 rulings subsumed in that order. *See ECF No. 348.* This Ninth Circuit appeal (Case No. 23-16162)
 4 was fully and separately briefed from the judgment cross-appeals. Premier's opening brief was 35
 5 pages and 8,954 words; Montera's answering brief was 54 pages and 10,810 words; and Premier's
 6 reply brief was 38 pages and 6,983 words. Premier's excerpt of record was four volumes totaling
 7 769 pages, and Montera's supplemental excerpt of record totaled 223 pages.

8 WHEREAS, on February 14, 2024, the Ninth Circuit held oral argument of the Parties'
 9 cross-appeals relating to the merits judgment.

10 WHEREAS, on August 6, 2024, the Ninth Circuit issued an opinion affirming Premier's
 11 liability and the District Court's class certification orders, reversing the award of prejudgment
 12 interest, and remanding for the District Court to reconsider the statutory damages award in light of
 13 an intervening decision by the Ninth Circuit. *See Montera v. Premier Nutrition Corp.*, 111 F.4th
 14 1018 (9th Cir. 2024).

15 WHEREAS, on September 3, 2024, Premier filed a petition for en banc rehearing, which
 16 was denied by the Ninth Circuit on October 18, 2024. On October 23, 2024, Premier filed a motion
 17 to stay the Ninth Circuit mandate pending a petition for writ of certiorari to the United States
 18 Supreme Court. On November 8, 2024, the Ninth Circuit awarded Plaintiff's Counsel \$985.40 in
 19 taxable costs incurred on appeal. *See ECF No. 357.* On November 12, 2024, Premier's motion to
 20 stay the mandate was denied and the mandate was issued on November 20, 2024.

21 WHEREAS, on December 9, 2024, on remand in the District Court, Montera filed a motion
 22 for the Court to reassess the statutory damages award. Premier opposed the motion.

23 WHEREAS, on January 28, 2025, the Ninth Circuit affirmed the Court's order awarding
 24 attorneys' fees and expenses. *See Montera v. Premier Nutrition Corp.*, 2025 U.S. App. LEXIS 1812
 25 (9th Cir. Jan. 28, 2025).

26 WHEREAS, on February 3, 2025, the Court granted Montera's motion for attorney's fees
 27 on appeal in the amount of \$928,455 and non-taxed expenses in the amount of \$3,053.39. *See ECF*
 28 *No. 381.*

1 WHEREAS, on February 19, 2025, the Ninth Circuit awarded Montera \$135.10 in taxed
 2 costs relating to Premier's appeal of the order awarding attorneys' fees. *See* ECF No. 389.

3 WHEREAS, on March 10, 2025, the Court issued an opinion on remand awarding
 4 \$8,312,450 in statutory damages—\$50 for each of the 166,249 units of Joint Juice sold in New York
 5 during the Class Period. *See* ECF No. 391. On March 17, 2025, Premier filed a notice of appeal.
 6 Plaintiff filed a notice of appeal on March 28, 2025.

7 WHEREAS, on March 17, 2025, Premier filed a petition for writ of certiorari in the United
 8 States Supreme Court challenging the Ninth Circuit's denial of Premier's motion to certify questions
 9 to the New York Court of Appeals. On May 22, 2025, Montera filed a response to Premier's petition
 10 for certiorari.

11 WHEREAS, the Parties have engaged in substantial litigation and discovery over the past
 12 12 years of litigation. The Court has issued nearly 100 orders over the course of the litigation. The
 13 disputed motions in this Action involved a motion for class certification, motion for leave to amend
 14 to file an amended complaint and substitute the class representative, motions for judgment on the
 15 pleadings, two motions for decertification, a jury trial and verdict followed by post-trial motions
 16 including a motion for a new trial and motions for judgment as a matter of law, expert discovery,
 17 *Daubert* motions, and motions in limine. In this Action, there has been substantial appellate work,
 18 including appeals of the judgment and fee and expense awards to the Ninth Circuit, a request to
 19 certify questions to the New York Court of Appeals filed with the Ninth Circuit, a petition for *en*
 20 *banc* rehearing with the Ninth Circuit, a motion to stay the mandate filed with the Ninth Circuit, and
 21 a petition for a writ of certiorari in the United States Supreme Court. In the course of the litigation,
 22 Plaintiff's Counsel (1) conducted and defended 64 depositions, including those of Premier's
 23 corporate designees, its CEO (on two occasions and as a live witness at trial), current and former
 24 marketing, operations, and science employees, and scientific, marketing and damages-related
 25 experts; (2) reviewed over 500,000 pages of documents produced by Premier; and (3) served 36
 26 subpoenas on third parties with involvement in marketing and retail sales issues who produced
 27 thousands of pages of documents. Plaintiff's Counsel also responded to discovery served on
 28 Montera and the plaintiffs in the Other Actions, defended the depositions of twelve named plaintiffs

1 whose testimony was used throughout the litigation, and worked with more than eleven of their own
 2 expert witnesses and additional consultants to prepare for class certification, summary judgment,
 3 and trials, including preparing and exchanging expert reports and conducting and defending expert
 4 depositions. 48 expert reports or declarations were exchanged by the parties at various stages of the
 5 litigation. In 2022, Plaintiff's Counsel prepared and tried *Montera* for nine days before a jury in the
 6 Court.

7 WHEREAS, the Parties participated in seven formal and numerous informal mediation and
 8 settlement negotiation sessions with six mediators, including before Martin Quinn, Esq. at JAMS
 9 on December 3, 2013, the Honorable Carl West (Ret.) at JAMS on April 9, 2015, the Honorable
 10 Layn Phillips (Ret.) at Phillips ADR on September 24, 2020, Scott S. Markus, Esq. at Signature
 11 Resolution on April 8, 2024, the Honorable James Reilly on June 24, 2024 and July 10, 2024, and
 12 the Honorable Brad Seligman on June 23, 2025. Following the conclusion of the full-day mediation
 13 with Judge Seligman, a mediator's proposal was delivered, which the Parties subsequently accepted.

14 WHEREAS, pursuant to this Settlement Agreement, the full amounts inclusive of all
 15 applicable post-judgment interest through October 20, 2025 of the Class Judgment Amount and Fee
 16 and Expense Orders entered in this Action will be contributed by Premier to the Settlement Fund,
 17 and in consideration thereof, Premier and *Montera* will dismiss their respective appeals pending in
 18 the Ninth Circuit Court of Appeal and Premier will dismiss its petition for writ of certiorari pending
 19 in the United States Supreme Court.

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

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

27 NOW, THEREFORE, this Settlement Agreement is entered into by and among the Parties,
 28 by and through their respective counsel and representatives, and the Parties agree that: (1) upon the

1 Effective Date, the Action and all Released Claims shall be fully, finally, and forever settled and
 2 compromised as between Plaintiff and the Class on the one hand, and Premier on the other hand;
 3 and (2) upon final approval of the Settlement Agreement, the Final Approval Order shall be entered
 4 dismissing the Action with prejudice and releasing all Released Claims against the Released Parties.

5 **I. DEFINITIONS**

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

10 1. “Action” or “*Montera*” means *Montera v. Premier Nutrition Corporation*,
 11 No. 3:16-cv-06980-RS (N.D. Cal.).

12 2. “Attorneys’ Fees and Expenses” means the previously awarded attorneys’
 13 fees and expense awards to Plaintiff’s Counsel for work performed in this Action in the amount of
 14 \$8,912,713.85, plus statutory post-judgment interest through October 20, 2025, in the amount of
 15 \$1,079,514.07, for a total of \$9,992,227.92.

16 3. “Cash Payment” means cash payments made to eligible Class Members as
 17 set forth in Section II.B.1 of this Settlement Agreement.

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

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

26 6. “Claim Deadline (Supplemental)” or “Supplemental Claim Deadline” means
 27 the deadline by which Class Members may submit additional Claim Forms if the Net Fund exceeds
 28 the aggregate value of all valid Cash Payments after any pro rata upward adjustment, as described

1 in Section II.B.2.c. The Supplemental Claim Deadline shall be thirty (30) days after the
 2 supplemental class notice is sent as described in Section II.B.2.c.

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

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

14 9. “Class” means the class previously certified by the Court and to whom class
 15 notice was previously distributed: all persons who purchased Joint Juice in New York from
 16 December 5, 2013 to December 28, 2021, inclusive of those dates. Excluded from the Class are: (a)
 17 Defendant, its officers, directors and employees, affiliates and affiliates’ officers, directors and
 18 employees; (b) Class Counsel; (c) judicial officers and their immediate family members and
 19 associated court staff assigned to this case; (d) persons or entities who purchased Joint Juice for
 20 resale; and (e) persons who timely and properly exclude themselves from the Class as provided in
 21 the Settlement Agreement.

22 10. “Class Counsel” means Timothy G. Blood and Thomas J. O’Reardon II of
 23 Blood Hurst & O’Reardon, LLP.

24 11. “Class Judgment Amount” means the monetary relief awarded to the Class in
 25 the amount of \$8,312,450.00, plus statutory post-judgment interest through October 20, 2025, in the
 26 amount of \$827,214.55, for a total of \$9,139,664.55.

27 12. “Class Member” means a member of the Class.

28

1 13. “Class Notice” means, collectively, the Long Form Notice, Email Notice,
 2 Postcard Notice, Internet Banner Advertisements, and the Press Release substantially in the forms
 3 of Exhibits C, D, E, F, and G, and as discussed in Section II.E.1.a–e of this Stipulation.

4 14. “Class Notice Program” means the dissemination of Class Notice as
 5 described in Exhibit H hereto and the plans and methods set forth in Section II.E.2.a–e developed
 6 by the Settlement Administrator and approved by the Court to disseminate notice of this Settlement
 7 Agreement to Class Members.

8 15. “Class Period” means December 5, 2013 to December 28, 2021, inclusive of
 9 those dates.

10 16. “Class Representative” or “Plaintiff” means Mary Beth Montera.

11 17. “Class Representative Service Award” means the service award to the Class
 12 Representative in the amount of \$25,000, plus statutory post-judgment interest, through October 20,
 13 2025, in the amount of \$3,294, for a total of \$28,294.

14 18. “Court” or “District Court” means the United States District Court for the
 15 Northern District of California.

16 19. “Cy Pres Recipient” means the Rheumatology Research Foundation.

17 20. “Defendant” or “Premier” means Premier Nutrition Company, LLC f/k/a
 18 Premier Nutrition Corporation.

19 21. “Defendant’s Counsel” or “Premier’s Counsel” means Faegre Drinker Biddle
 20 & Reath LLP.

21 22. “Direct Notice” means dissemination of Class Notice by e-mail (if an e-mail
 22 address is available) or if not, by first class mail through the United States Postal Service to Class
 23 Members whose transaction records and contact information can be identified in Retail Purchase
 24 Records, or otherwise.

25 23. “Direct Payment Award” means the Cash Payment made automatically to an
 26 Identified Class Member based on Joint Juice purchases during the Class Period that are verified
 27 through Retail Purchase Records. A Direct Payment Award does not require submission of a Claim
 28 Form

1 24. “Distribution Process” means the process by which (i) Claim-In Class
 2 Members, and (ii) Identified Class Members seeking reimbursement for additional qualifying
 3 purchases not included in a Direct Payment Award, may submit a Claim Form to the Settlement
 4 Administrator for a Cash Payment in accordance with Section II.C of this Settlement Agreement.
 5 The Distribution Process includes submission of a completed Claim Form and election of a
 6 disbursement method, subject to the requirements of Section II.C.

7 25. “Effective Date” means the later in time of: (a) the date on which the time to
 8 appeal has expired if no appeal has been taken from the Final Approval Order; (b) in the event that
 9 an appeal or other effort to obtain review has been initiated, the date after such appeal or other
 10 review has been finally concluded; (c) the date on which the Multistate settlement is final and no
 11 longer subject to appeal; or (d) if Class Counsel and Defendant agree in writing, any other agreed
 12 date that is earlier than the Effective Date as calculated according to subparagraphs (a), (b), and (c)
 13 above.

14 26. “Email Notice” means the notice substantially in the form of Exhibit D.

15 27. “Final Approval Hearing” means the hearing at which the Court determines
 16 whether the proposed settlement as memorialized in this Settlement Agreement is fair, reasonable,
 17 and adequate.

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

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

26 30. “Joint Juice” means the Joint Juice-branded products marketed and
 27 distributed by Premier including Joint Juice Ready-To-Drink; Joint Juice On-The-Go! Drink Mix;
 28 Joint Juice Drops; and Joint Juice Easy Shot Concentrate.

1 31. “Joint Juice Units” means each package of the product sold at retail, including
 2 6-packs, 24-packs, or 30-packs, as identified in Retail Purchase Records or other Proof of Purchase.
 3 A Joint Juice Unit does not refer to individual bottles or servings within a retail package.

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

7 33. “Multistate settlement” means the settlement of the Other Actions which
 8 settlement will be or has been presented to the California Superior Court, County of Alameda, for
 9 review and approval.

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

14 35. “Notice and Claim Administration Expenses” means all costs and expenses
 15 incurred by the Settlement Administrator, including all Class Notice expenses, the cost of
 16 administering the Class Notice Program, the costs of processing Claims and sending Cash Payments
 17 to Participating Class Members.

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

21 37. “Objection Date” means the date by which Class Members must file and
 22 serve objections to the Settlement Agreement and shall be no later than sixty (60) days after the
 23 Notice Date.

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

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 55. “Settlement Agreement” means this executed Stipulation of Settlement,
 2 including all exhibits attached to this Stipulation of Settlement.

3 56. “Settlement Amount” means \$19,160,186.47, which is the total of (i) the
 4 Class Judgment Amount, (ii) Attorneys’ Fees and Expenses; and (iii) the Class Representative
 5 Service Award.

6 57. “Settlement Fund” means the Settlement Amount plus interest earned in the
 7 QSF.

8 58. “Settlement Website” means the Internet website (at
 9 www.JointJuiceSettlement.com) that will be created and maintained by the Settlement
 10 Administrator to provide information to the Class about this Settlement Agreement.

11 59. “Tax Expenses” means expenses and costs incurred in connection with the
 12 calculation and payment of taxes or the preparation of tax returns and related documents, including
 13 without limitation, expenses of tax attorneys and/or accountants and mailing and Notice and Claim
 14 Administration Expenses related to filing the returns.

15 60. “Taxes” means all taxes (including any estimated taxes, interest, or penalties)
 16 arising with respect to the income earned by the Settlement Fund.

17 61. “Verified Class Purchases” means purchases of Joint Juice Units by Class
 18 Members in the State of New York during the Class Period that are either: (a) identified through
 19 transaction records produced by Premier or Joint Juice retailers that include the Class Member’s
 20 name or other contact information sufficient to enable notice and payment, along with the number
 21 of Joint Juice Units purchased, or (b) supported by valid Claims submitted by Class Members in the
 22 absence of such records. The aggregate Verified Class Purchases shall form the basis for
 23 determining Cash Payments.

24 **II. SETTLEMENT AGREEMENT AND DISTRIBUTION PROCEDURES**

25 **A. The Settlement Fund**

26 1. Within fourteen (14) calendar days after entry of the Preliminary Approval
 27 Order, Defendant shall deposit \$2 million into an interest-bearing escrow account established by the
 28 Settlement Administrator to create the Qualified Settlement Fund (“QSF”). Defendant will pay the

1 remaining balance of the Settlement Amount into the QSF within fourteen (14) calendar days after
 2 the Effective Date. The QSF shall be established as a Court-approved qualified settlement fund
 3 within the meaning of Treasury Regulation § 1.468B-1 and shall be administered pursuant to the
 4 terms of this Settlement Agreement. The Settlement Fund shall include the Settlement Amount and
 5 any interest or income earned thereon. The Settlement Fund shall be deemed in custodia legis of the
 6 Court and shall remain subject to the Court's jurisdiction until distributed pursuant to this Settlement
 7 Agreement or further order of the Court.

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

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

24 4. Disbursements from the Settlement Fund:

25 a. Subject to the termination provisions in Section II.K, money from the
 26 Settlement Fund shall be applied in the following order of priority: (i) to pay Notice and Claim
 27 Administration Expenses; (ii) to pay any necessary Taxes and Tax Expenses; (iii) to pay Attorneys'
 28 Fees and Expenses, including any interest thereon; (iv) to pay the Class Representative Service

Award, including any interest thereon; (v) to pay Cash Payments to eligible Class Members; and (vi) to pay the Cy Pres Recipient.

b. The Settlement Administrator will draw from the Settlement Fund to cover all obligations with respect to costs related to this Settlement Agreement, including the reasonable expenses of the Settlement Administrator, the Class Notice Program, Cash Payments to Class Members, the Class Representative Service Award, Attorneys' Fees and Expenses, and any other administrative fees and expenses in connection with this Settlement Agreement. No costs or fees shall be deducted, retained, or earned by the Settlement Administrator, its agents, affiliates, or any related entity in connection with the disbursement, processing, or expiration of any payment instrument—including, without limitation, eCheck or checks—with the express written approval of Class Counsel. Class Counsel must approve any payments to the Settlement Administrator prior to the Settlement Administrator incurring such expenses.

c. Attorneys' Fees and Expenses shall be paid from the Settlement Fund to Class Counsel on a date elected by Class Counsel that is no sooner than twenty-one (21) calendar days after the Effective Date. Class Counsel shall have sole discretion to determine the timing and amount of any such disbursement, and no amounts shall be deemed constructively received until actually disbursed.

d. On the Effective Date, the Net Fund will be made available to pay the Class Representative Service Award and to pay the Cash Payments to eligible Class Members.

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

5. Dismissal of Appeals and Petition for Certiorari:

- a. Within ten (10) court days of the Effective Date, Plaintiff will dismiss with prejudice her appeal pending in the Ninth Circuit Court of Appeal, Appeal No. 25-2133.

b. Within ten (10) court days of the Effective Date, Premier will dismiss with prejudice its appeal pending in the Ninth Circuit Court of Appeal, Appeal No. 25-1743.

c. Within ten (10) court days of the Effective Date, Premier will dismiss with prejudice its petition for writ of certiorari pending in the U.S. Supreme Court, No. 24-999.

7 6. If this Settlement Agreement is terminated pursuant to Section II.K, the
8 Settlement Administrator shall return all remaining funds in the Settlement Fund to Defendant
9 within ten (10) calendar days of the termination date, except for amounts already spent or
10 irrevocably committed for Notice and Claim Administration Expenses, Taxes or Tax Expenses as
11 of that date. Plaintiff's Counsel, Plaintiff, and Class Members shall have no obligation to reimburse
12 any administrative, tax, or notice-related expenses, and Defendant shall have no further payment
13 obligation.

14 7. The QSF shall be solely responsible for its own tax obligations. Defendant
15 shall not be liable for any taxes, penalties, or interest related to the income or disbursements of the
16 Settlement Fund, nor for any tax obligations of Class Members, the Class Representative, or
17 Plaintiff's Counsel.

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

22 9. No person shall have any claim against Plaintiff, Class Counsel, Plaintiffs'
23 Counsel, the Settlement Administrator, or any designee of Class Counsel based on actions or
24 omissions made in substantial compliance with this Settlement Agreement or orders of the Court,
25 including any distributions, determinations, or administrative actions taken with respect to the
26 Settlement Fund or QSF.

27 ///
28 //

B. Settlement Awards to Class Members

1. Cash Payments

a. Identified Class Members:

(i) “Identified Class Members” are Class Members whose identities and purchase histories can be sufficiently determined from the Retail Purchase Records. Each Identified Class Member will automatically be sent a Cash Payment equal to \$50 per purchased Joint Juice Unit that can be identified through Retail Purchase Records, without the need to submit a Claim Form (a “Direct Payment Award”).

(ii) In addition to any Direct Payment Award, Identified Class Members may submit a Claim Form to seek reimbursement for additional qualifying Joint Juice purchases made during the Class Period that are not reflected in the Direct Payment Award. Such additional claims may be supported either (i) with Proof of Purchase for each claimed purchase, in which case the Cash Payment will equal \$50 per Joint Juice Unit actually purchased as shown in the Proof of Purchase, or (ii) without Proof of Purchase, in which case Identified Class Members may claim reimbursement for up to six (6) additional Joint Juice Units per Class Member, with the Cash Payment based on \$50 per Joint Juice Unit.

b. Claim-In Class Members: All other Class Members who are not Identified Class Members (“Claim-In Class Members”) may receive reimbursement by submitting a timely and valid Claim Form. Claim-In Class Members may submit Claims for all qualifying Joint Juice Units during the Class Period for which they provide Proof of Purchase, in which case the Cash Payment will equal \$50 for each Joint Juice Unit as shown in the Proof of Purchase. In the absence of Proof of Purchase, Claim-In Class Members may claim up to six (6) qualifying Joint Juice purchases per Class Member, with Cash Payments based on \$50 per Joint Juice Unit.

c. Cash Payment Amount: The Cash Payment for each qualifying Joint Juice Unit purchased is \$50. The Cash Payment is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims and Direct Payment Awards are determined, as described in Section II.B.2.

1 **2. Pro Rata Adjustments, Supplemental Claim Deadline, and Cy Pres**2 a. If the amount of the Net Fund is less than the aggregate amount of all
3 valid Cash Payments—including (i) Direct Payment Awards to Identified Class Members based on
4 retailer records, (ii) additional Claims submitted by Identified Class Members, and (iii) Claims
5 submitted by Claim-In Class Members—each such Cash Payment shall be reduced on a pro rata
6 basis.7 b. If the amount of the Net Fund exceeds the aggregate amount of all
8 valid Cash Payments as determined by the Original Claim Deadline (including Direct Payment
9 Awards and all timely Claims), the Settlement Administrator will determine whether increasing
10 each such Cash Payment by up to seven (7) times the originally calculated amount would exhaust
11 the Net Fund. If so, all such amounts will be increased on a pro rata basis, up to seven (7) times the
12 original amount.13 c. If, after applying the pro rata upward adjustment described in Section
14 II.B.2.b, the Net Fund still exceeds the aggregate amount of those adjusted Cash Payments, the
15 Original Claim Deadline shall be extended to permit submission of Claims from Class Members
16 who did not submit a Claim by the Original Claim Deadline. This extension and the Supplemental
17 Claim Deadline shall be prominently posted on the homepage of the Settlement Website, and the
18 Settlement Administrator shall undertake the supplemental Class Notice efforts as described in the
19 Class Notice Program.20 d. If the Net Fund still exceeds the aggregate amount of all valid Cash
21 Payments after the processes described in Sections II.B.2.a, II.B.2.b, and II.B.2.c, the amounts paid
22 on all valid Cash Payments—including Direct Payment Awards and Claims—shall be further
23 increased on a pro rata basis until the Net Fund is exhausted. Cash Payments will be disbursed to all
24 Class Members with valid Claims at the same time or approximately the same time once the
25 procedures in Sections II.B.2.a, II.B.2.b, II.B.2.c and II.B.2.d are completed.26 e. For Identified Class Members receiving a Direct Payment Award, the
27 Direct Notice will inform them of the amount of their Cash Payment based on the Retail Purchase
28 Records and that, unless they elect an alternative method, a physical check in that amount will be

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

10 f. All disbursement methods shall be structured to ensure that no
11 unclaimed, unredeemed, or otherwise unused funds are retained by any payment platform or vendor.
12 Any funds from physical checks that are not cashed within ninety (90) days of issuance, are returned
13 undeliverable, or otherwise cannot be delivered or reissued despite reasonable efforts, shall revert
14 to the Net Fund and be distributed to the Cy Pres Recipient. For eCheck payments, the Settlement
15 Administrator shall ensure that any payments that are not successfully claimed, deposited, or
16 transferred to the Class Member within ninety (90) days are cancelled and the funds returned to the
17 Net Fund. The Settlement Administrator shall implement procedures to track the status of such
18 payments and recover unclaimed funds. No portion of any Cash Payment—whether by check or
19 eCheck—shall be retained by, or revert to, any payment processor, financial institution, FinTech
20 vendor, or other third party under any circumstance. The Settlement Administrator and all payment
21 vendors are strictly prohibited from receiving, directly or indirectly, any commission, rebate, referral
22 fee, kickback, or revenue share in connection with the use, non-use, or selection of any disbursement
23 method. The Settlement Administrator shall send at least one (1) reminder via email, where such
24 contact information is available, to any Class Member whose Cash Payment remains unclaimed,
25 whether by physical check or eCheck. Such reminder shall be sent no earlier than thirty (30) days
26 after issuance and no later than fourteen (14) days before the expiration of the applicable payment
27 method.

1 **C. Claim Form Submission, Review, and Payment**

2 1. Identified Class Members

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

7 2. Claim-In Class Members

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

13 c. Claim Forms will be available for online submission on the
14 Settlement Website, available for download, and, upon request, will be mailed or emailed to Class
15 Members by the Settlement Administrator.

16 d. The Settlement Administrator shall review all submitted Claims to
17 determine whether the Class Member has substantially complied with the instructions on the Claim
18 Form. Claims shall be approved unless facially deficient, duplicative, or otherwise invalid. The
19 Settlement Administrator shall make final determinations on the validity of Claims, subject to the
20 agreement of Class Counsel.

21 e. Failure to provide all requested information will not automatically
22 result in denial of a Claim. The Settlement Administrator shall take reasonable steps to determine
23 eligibility based on the information provided in the Claim Form and such other reasonably available
24 information from which eligibility can be confirmed.

25 f. Claims shall be reviewed in accordance with standard fraud detection
26 procedures regularly used by the Settlement Administrator to ensure the integrity of the process and
27 to prevent approval of fraudulent or duplicative Claims.

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

D. Settlement Administration

1. Settlement Administrator

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

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

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

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

(iv) Within ten (10) days after the filing with the Court of this Settlement Agreement and the accompanying motion papers seeking its preliminary approval, causing notice of the Settlement Agreement to be served upon the appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

(v) Running contact information for Class Members—whether email, mailing address, or both—through commercially reasonable updating and enhancement procedures (e.g., USPS National Change of Address, reverse email/address lookup, and email deliverability verification) to maximize the likelihood of successful delivery of notice and payments;

1 (vi) Handling returned mail and undeliverable emails and
 2 reissuing notice as appropriate;

3 (vii) Making any additional mailings required under the terms of
 4 this Agreement;

5 (viii) Responding to requests for the Long Form Notice or Claim
 6 Form;

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

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

15 (xi) Receiving and maintaining Requests for Exclusion and
 16 objections submitted by Class Members;

17 (xii) Forwarding written inquiries from Class Members to Class
 18 Counsel, as appropriate;

19 (xiii) Establishing and monitoring a P.O. box for Class Member
 20 correspondence;

21 (xiv) Establishing and maintaining the Settlement Website and a
 22 toll-free telephone line;

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

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

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

1 (xviii) Providing declarations and periodic reports as requested by
 2 the Court or the Parties.

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

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

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

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

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

20 **E. Class Notice Program**

21 1. The Forms of Class Notice

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

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

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

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

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

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

(v) explain the scope of the Release;

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

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

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

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

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

c. Email Notice and Postcard Notice: The Email Notice and Postcard Notice shall be in substantially the form of Exhibits D and E, respectively. Each shall include: (i) the URL for the Settlement Website, (ii) the toll-free number for the Settlement Administrator, (iii) a description of the Class, (iv) a summary of the settlement benefits, (v) the deadline to submit a Claim Form (Original or Supplemental Claim Deadline), and (vi) an explanation of the right to opt out and/or object, along with the associated deadlines.

d. Internet Banner Advertisements: The Settlement Administrator shall design and implement a targeted digital and social media campaign that includes Internet Banner

Advertisements (substantially in the form of Exhibit F). These advertisements shall include an embedded hyperlink directing Class Members to the Claim Form on the Settlement Website.

e. Website Notice: The Settlement Website shall be updated and maintained by the Settlement Administrator. The Settlement Website shall be updated with the information regarding this Settlement Agreement no later than the Notice Date and shall remain active until sixty (60) days after the Cash Payment are distributed to Participating Class Members. The URL of the Settlement Website will be www.JointJuiceSettlement.com. The website shall prominently feature and make available: the Long Form Notice, a copy of this Settlement Agreement and its Exhibits, the fee and expense award orders dated October 4, 2022, October 18, 2022, August 7, 2023, November 8, 2024, February 3, 2025, and February 19, 2025, the Ninth Circuit orders in this Action dated August 6, 2024 and January 28, 2025, the Court’s Order Awarding Statutory Damages of \$8.3 Million on Remand dated March 10, 2025, answers to frequently asked questions, the number for the toll-free hotline maintained by the Settlement Administrator, settlement-related deadlines, and any other materials or information the Parties agree to include on the Settlement Website. These documents shall be available on the Settlement Website for as long as the Settlement Website is active. The Settlement Website shall enable Class Members to complete and submit the Claim Form electronically.

2. Dissemination of the Class Notice

a. Direct Notice

(i) No later than the Notice Date, the Settlement Administrator shall send Direct Notice to all Class Members whose names and contact information can be identified through the Retail Purchase Records. Such Direct Notice shall be sent via email (Email Notice), or if no email address is available, via U.S. Mail (Postcard Notice), to the physical address associated with the Class Member. Premier shall provide to the Settlement Administrator all records it possesses from which the identities and/or Joint Juice purchase histories of Class Members can be determined, in whole or in part.

(ii) The Direct Notice shall: (i) inform Identified Class Members of the amount of their Direct Payment Award (based on verified purchases), (ii) provide instructions

1 to elect an electronic payment option (if desired), (iii) inform Identified Class Members of their right
 2 to submit additional claims for purchases not reflected in the Direct Payment Award, and (iv) inform
 3 all Class Members of their right to submit a Claim Form for other eligible purchases.

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

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

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

19 b. Publication Notice: A variation of Class Notice suitable for digital
 20 display, shall be disseminated no later than the Notice Date through a combination of national print
 21 and online media, consistent with the Class Notice Program in Exhibit H. Publication shall include
 22 the Press Release, Internet Banner Advertisements, sponsored search engine text ads (e.g., Google,
 23 Yahoo, Bing), and other forms of online and contextual advertising, using accepted reach
 24 methodology.

25 c. Website Notice: No later than the Notice Date, the Settlement
 26 Administrator shall post the Long Form Notice and associated case documents on the Settlement
 27 Website, as described in Section II.E.1.e.

28

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

e. Upon Request: The Long Form Notice and Claim Form shall also be sent via electronic mail or regular mail to any Class Members who requests them.

F. Objections

1. Any Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (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 appear at the Final Approval Hearing, 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).

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

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

10 4. Any Class Member who objects to the Settlement Agreement shall be entitled
 11 to all the benefits of the Settlement Agreement, as long as the objecting Class Member complies
 12 with all requirements of this Settlement Agreement applicable to Class Members, including the
 13 timely submission of a Claim Form (if applicable).

14 **G. Requests for Exclusion**

15 1. Any Class Member may request to be excluded from the Class. A Class
 16 Member who wishes to opt out of the Class must do so no later than the Opt-Out Date. To opt out,
 17 a Class Member must send to the Settlement Administrator a written Request for Exclusion that is
 18 postmarked no later than the Opt-Out Date. A Request for Exclusion may also be submitted at the
 19 Settlement Website by the Opt-Out Date. The Request for Exclusion must be personally signed by
 20 the Class Member and contain a statement that indicates a desire to be excluded from the Class. No
 21 person may opt out of the Class for any other person or be opted-out by any other person, and no
 22 Class Member shall be deemed opted-out of the Class through any purported “mass” or “class” opt-
 23 outs.

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

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
 22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
 23 PARTY.

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

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

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

h. Appoint the Settlement Administrator;

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

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

Settlement Agreement.

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

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

b. Finally approve the Settlement Agreement;

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

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

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

f. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and for any other necessary purpose; and

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

K. Termination of this Stipulation

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

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

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

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

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

e. The proposed Multistate settlement is terminated or fails to become effective in accordance with its terms.

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

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

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

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

L. Additional Provisions

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

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

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

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

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

If to Plaintiff or Class Counsel:

Timothy G. Blood
BLOOD HURST & O'REARDON, LLP
501 W. Broadway, Suite 1490
San Diego, California 92101
Tel: 619-338-1100
tbllood@bholaw.com

If to Defendant or Defendant's Counsel:

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

6. No Admission of Liability: This Settlement Agreement reflects the compromise and settlement of disputed claims among the Parties and is for settlement purposes

1 only. Neither the fact of, or any provision contained in this Stipulation or its Exhibits, nor any action
 2 taken hereunder, shall constitute, be construed as, or be admissible in evidence as an admission of:
 3 (a) the validity of any claim or allegation by Plaintiff, or of any defense asserted by Premier, in the
 4 Action; or (b) any wrongdoing, fault, violation of law, or liability of any kind on part of any Party
 5 or their respective counsel.

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

12 8. Notice and Opportunity to Cure: If one Party to this Settlement Agreement
 13 considers another Party to be in breach of its obligations, that Party must provide the breaching Party
 14 with written notice of the alleged breach and provide a reasonable opportunity to cure the breach
 15 before taking any action to enforce any rights under this Settlement Agreement.

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

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

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

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

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

7 14. Taxes: No opinion concerning the tax consequences of the Stipulation to any
 8 Class Member is given or will be given by Defendant, Defendant's Counsel, Class Counsel, or
 9 Plaintiff's Counsel; nor is any Party or their counsel providing any representation or guarantee
 10 respecting the tax consequences of the Settlement Agreement as to any Class Member. Each Class
 11 Member is responsible for his/her tax reporting and other obligations respecting the Settlement
 12 Agreement, if any.

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

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

19 17. Computation of Time: All time periods set forth herein shall be computed in
 20 calendar days unless otherwise provided. If the last day falls on a weekend, Court holiday, or day
 21 the clerk's office is inaccessible, the period shall continue to the next Court business day. "Court
 22 holiday" includes any day recognized by the United States District Court for the Northern District
 23 of California.

24 18. Severability: In the event any one or more of the provisions contained in this
 25 Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any
 26 respect, such invalidity, illegality, or unenforceability shall not affect any other provision if
 27 Defendant and Class Counsel mutually agree in writing to proceed as if such invalid, illegal, or
 28

1 unenforceable provision had never been included in this Settlement Agreement. Any such agreement
 2 shall be reviewed and approved by the Court before it becomes effective.

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

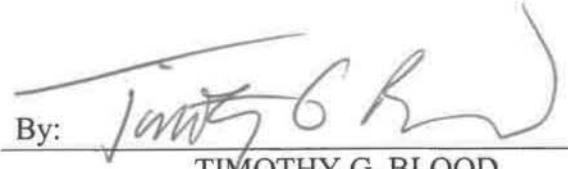
5 **IN WITNESS WHEREOF**, the Parties have read and understood the terms and conditions
 6 of this Settlement Agreement, agree to be bound by all of its provisions, and have executed this
 7 Settlement Agreement on the date shown by their signatures below.

8 **IT IS SO STIPULATED.**

9
 10 **APPROVED AND AGREED TO BY CLASS COUNSEL AS AUTHORIZED BY CLASS
 11 REPRESENTATIVE**

12 Dated: October 17, 2025

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

18 By: 

19 **TIMOTHY G. BLOOD**

20 501 West Broadway, Suite 1490
 21 San Diego, CA 92101
 22 Tel: 619/338-1100
 23 619/338-1101 (fax)
 24 tbllood@bholaw.com
 25 lhurst@bholaw.com
 26 toreardon@bholaw.com
 27 pbrown@bholaw.com
 28 *Class Counsel*

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

24 Dated: October 17, 2025

25 By: 

26 **DARCY HORN DAVENPORT**
 27 PREMIER NUTRITION COMPANY, LLC

1 **APPROVED AND AGREED TO AS TO FORM BY COUNSEL FOR PREMIER
2 NUTRITION COMPANY, LLC**

3 Dated: October 17, 2025

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

9
10 
11

12 By. Aaron D. Van Oort
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39 *Attorneys for Defendant Premier Nutrition
40 Company, LLC*