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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA – NORTHERN DIVISION

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

Plaintiff,

v.

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

Defendant.

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

Plaintiff,

v.

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

Defendant.

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

Lead Case No. RG19002714
Related to RG20072126 (Sonner)

Assigned for All Purposes to:
Honorable Michael Markman
Department 23

CLASS ACTION

DECLARATION OF TIMOTHY G. BLOOD IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Bland Reservation No. 488916919457

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

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

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

DEMAND FOR JURY TRIAL

I, TIMOTHY G. BLOOD, declare as follows:

1. I am the managing partner of the law firm of Blood Hurst & O'Reardon, LLP, and Class Counsel in the above-entitled actions. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

I. INTRODUCTION

2. I submit this declaration in support of Plaintiffs' motion for preliminary approval of the Stipulation of Settlement (the "Settlement Agreement" or "SA"). **The Settlement Agreement is attached as Exhibit 1 to this Declaration**. A copy of the [Proposed] Order Preliminarily Approving Class Action Settlement is attached as Exhibit A to the Settlement Agreement and submitted separately to the Court. Terms that are capitalized in this declaration are intended to refer to matters defined in the Settlement Agreement.

3. The proposed Settlement is the culmination of more than 12 years of litigation, trial, and appellate proceedings across multiple jurisdictions, and it provides Class Members with outstanding monetary relief. The proposed all-cash, non-reversionary Settlement is largest ever in this area of class action litigation. In total, Premier will pay $90 million to settle the claims of the certified classes of consumers who purchased Joint Juice in one of nine states during the certified class periods. This is not a nationwide settlement and this Settlement does not alter the dates of any certified class period. $90 million is 142% of the total retail sales of Joint Juice at issue. This portion of the $90 million non-reversionary cash settlement creates a common fund of $70,839,813.53—more than 114% of Joint Juice retail sales in the eight (8) Class States at issue during the class periods. From this "Multistate Settlement", Class Members are entitled to ***cash award payments of at least 150% of the average retail price*** ($10 or $25 per-unit depending on the product) for ***each Joint Juice unit*** they purchased during the class periods. These per-unit awards will be increased as necessary to fully distribute the Settlement's Net Fund to Class Members. Where possible and practicable, Class Members will be ***directly notified of their automatic Cash Payments*** that will be calculated based on the subpoenaed

retail sales records of the three largest Joint Juice retailers (Costco, Walmart, and Sam's Club), the largest online-only retailer (Amazon), and records of purchases made directly at the JointJuice.com retail website. These retailers are responsible for well in excess of 80% of the sales at issue. ***No action*** whatsoever is necessary for these Class Members to receive their Settlement awards. Additionally, these Identified Class Members are directly notified that they may submit a Claim for additional Joint Juice Units purchased for which they will also receive the same per-unit award payments. And no proof of purchase is required for ***up to six Units—providing up to $150 cash without submitting receipts***. There is also an extensive Class Notice Program to notify the other Class Members (e.g., cash purchasers) for whom Direct Notice is not possible or practicable. These Class Members—like the Identified Class Members—can also submit a simple Claim and receive a Cash Payment for every Joint Juice Unit they purchased—with no proof of purchase required for up to six Units and the Cash Payment also being $10 or $25 per unit. If money remains in the Net Fund after calculation of these automatic payments and claim-in payments, the awards will be ***pro rata increased by up to seven (7) times***. Although it is unlikely given the amount of Direct Notice and the pro rata increases, if money still remains, supplemental notice efforts will be conducted and another claim opportunity will be provided. The resulting claims will be increased pro rata to exhaust the Net Fund. Any amounts that remain as a result of uncashed Cash Payment checks will, pursuant to CCP § 384, be distributed *cy pres* to the non-profit Rheumatology Research Foundation—the nation's largest private funder of rheumatology research and training.

4. ***Montera* Settlement (N.D. Cal.)**: The second component of the nine-state global resolution is proceeding in federal court in the *Montera* action (New York certified class) where a jury verdict and judgment were entered and post-trial appellate rulings were issued. On October 20, 2025, the parties filed a proposed Settlement of the certified New York class in *Montera* for which they are seeking approval in Northern District of California before the Honorable Richard Seeborg. Attached as **Exhibits 2 and 3 to this Declaration** are copies of the Settlement Agreement and Motion for Preliminary Approval that were filed this week in *Montera v. Premier Nutrition Corporation*, Case No. 3:16-cv-06980-RS (N.D. Cal.). The

preliminary approval hearing in *Montera* is set for December 4, 2025, at 1:30 p.m. In brief, the *Montera* Settlement requires Premier to make a non-reversionary payment of $19,160,186.47, which consists of the New York Class Judgment Amount, and awarded attorneys' fees, expenses, and class representative service award amounts, plus post-judgment interest through the filing date of preliminary approval. Using the same class notice, automatic award distribution, and claims processes proposed for this Multistate Settlement, the *Montera* Settlement will provide consumers from the New York certified class with cash awards equaling their per-unit statutory awards under the New York General Business Law. These $50 per-unit awards under the *Montera* Settlement—which amounts were reaffirmed by Judge Seeborg upon remand after the Ninth Circuit post-trial appeals—are subject to the same pro rata increases and no-proof requirements (for up to six claimed units) that are proposed with this Multistate Settlement. Taken together, the $90 million total settlement resolves the claims of the certified classes—and nothing more—while providing class members with recoveries that, under any measure, exceed full refunds even if plaintiffs prevailed at future trials and through appeals that would have involved substantial risk and years of delay.

5. The Settlement was reached after substantial litigation and discovery over the past 12 years of litigation. This Court and the District Court ruled on contested motions for class certification, eventually certifying nine classes of consumers from eight different states. Plaintiffs prepared for trial three times. In 2017, Plaintiffs' Counsel prepared the *Sonner* case for trial before it was dismissed by the District Court just weeks before trial was set to begin. In 2022, Plaintiffs' Counsel prepared and tried *Montera* for nine days before a jury in the District Court. In 2024, Plaintiffs' Counsel prepared the *Bland* and *Sonner* state actions for a joint trial, which commenced but was stayed after the *Montera I* decision was issued. The disputed motions involved motions for class certification, motions for judgment on the pleadings, motions for decertification, a jury trial and verdict followed by post-trial motions including a motion for a new trial and motions for judgment as a matter of law, expert discovery, *Sargon* motions, *Daubert* motions, and motions in limine. There also has been substantial appellate work, including: (1) the *Sonner* District Court dismissal order that led to the filing of *Sonner* in

this Court ("*Sonner I*"), (2) the District Court's refusal to enjoin *Sonner* from proceeding in this Court ("*Sonner II*"), (3) Premier's petition for writ of mandate before the First Appellate District for review of this Court's refusal to apply issue preclusion in *Sonner*, (4) the *Montera* verdict, judgment and fee and expense awards to the Ninth Circuit ("*Montera I*" and "*Montera II*"), (5) a request to certify questions to the New York Court of Appeals filed with the Ninth Circuit, (6) a petition for *en banc* rehearing with the Ninth Circuit, (7) a motion to stay the mandate filed with the Ninth Circuit, and (8) a petition for a writ of certiorari in the United States Supreme Court. In the course of the litigation, Plaintiffs' Counsel (1) conducted and defended 64 depositions, including those of Premier's corporate designees, its CEO (on two occasions and as a live witness at trial), current and former marketing, operations, and science employees, and scientific, marketing and damages-related experts; (2) reviewed over 500,000 pages of documents produced by Premier; and (3) served 36 subpoenas on third parties with involvement in marketing and retail sales issues who produced thousands of pages of documents. Plaintiffs' Counsel also responded to discovery served on each of Plaintiffs, defended the depositions of twelve named Plaintiffs whose testimony was used throughout the litigation, and worked with more than eleven of their own expert witnesses and additional consultants to prepare for class certification, summary judgment, and trials, including preparing and exchanging expert reports and conducting and defending expert depositions. 48 expert reports or declarations were exchanged by the parties at various stages of the litigation. In 2022, Plaintiffs' Counsel prepared and tried *Montera* for nine days before a jury in the District Court. The litigation still did not settle—even after the Ninth Circuit ruling affirming the *Montera* verdict—and so, in 2024, Plaintiffs' Counsel litigated the *Bland* and *Sonner* actions to trial as well.

6. The Settlement is the product of extensive, arms'-length negotiations by well-informed Parties. Throughout the course of the litigation—before and after class certification, trial, and the multiple appeals—the Parties participated in seven formal and numerous informal mediation and settlement negotiation sessions with six mediators, including before Martin Quinn, Esq. at JAMS on December 3, 2013, the Honorable Carl West (Ret.) at JAMS on April

9, 2015, the Honorable Layn Phillips (Ret.) at Phillips ADR on September 24, 2020, Scott S. Markus, Esq. at Signature Resolution on April 8, 2024, the Honorable James Reilly (Alameda Superior Court) on June 24, 2024 and July 10, 2024, and the Honorable Brad Seligman (Alameda Superior Court) on June 23, 2025. Following the full-day mediation with Judge Seligman, he issued a mediator's proposal that both Parties subsequently accepted.

7. I believe this Settlement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Class.

II. SUMMARY OF LITIGATION HISTORY

A. The Federal Complaints, Summary Judgment and Class Certification

8. In 2012, primarily my firm began investigating whether the advertising claims about Joint Juice were false or misleading. We are a small contingency-only plaintiffs firm and are very selective in the cases we bring. We carefully research them before filing. The investigation included a review of the scientific evidence analyzing Joint Juice's ingredients, glucosamine hydrochloride, chondroitin sulfate, and several vitamins. There was a large amount of science cutting both ways, but Plaintiffs' Counsel determined that the better science showed that Joint Juice did not work. We also obtained as much advertising as possible and informally sought out various opinions about the implicit meaning of the advertising.

9. On March 21, 2013, plaintiff Vincent Mullins filed a class action complaint against Premier Nutrition Corporation 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. ECF No. 1. Premier answered on May 21, 2013. ECF No. 21. Soon after, Plaintiffs' Counsel began formal discovery. ECF No. 42. The parties discussed the possibility of settlement and exchanged discovery related to the scientific studies Premier relied on to support its advertising claims and Joint Juice sales data in advance of a November 2013 mediation before Martin Quinn, Esq. at JAMS in San Francisco. The mediation was unsuccessful. On September 12, 2014, Kathleen Sonner substituted for Vincent Mullins and became the named plaintiff in the *Mullins* action. *Mullins,* ECF No. 64.

10. Following discovery and other motion practice, the District Court denied Premier's motion for summary judgment. *Mullins v. Premier Nutrition Corp.,* 178 F. Supp. 3d 867 (N.D. Cal. 2016). Sonner moved to certify a nationwide or multistate class. In April 2016, after multiple rounds of briefing, the District Court granted certification of a California class but denied certification of a nationwide or multi-state class. *Mullins*, ECF No. 137. Plaintiffs responded by filing separate, state-specific actions against Premier covering purchasers in Connecticut (*Lux*), Florida (*Caiazzo*), Illinois (*Dent*), Maryland (*Spencer*), Massachusetts (*Schupp*), Michigan (*Simmons*), New York (*Montera*), and Pennsylvania (*Ravinsky*). All were filed in the District Court and related to *Mullins*.

11. In 2019, the District Court certified classes in each of these actions. *Mullins*, ECF No. 295.

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

12. While the above listed state-wide actions were being filed and certified, the California class (*Mullins/Sonner*) had significantly progressed and was approaching trial before the District Court. Shortly before trial, plaintiff Sonner narrowed the requested relief to equitable remedies under the UCL and CLRA to obtain a bench trial. The District Court dismissed the case with prejudice, holding that Sonner had an adequate remedy at law via damages under the CLRA. Sonner appealed. The Ninth Circuit affirmed on different grounds. It held that federal courts lack equitable jurisdiction over claims for restitution where an adequate legal remedy exists, even in a diversity case applying California substantive law. *Sonner v. Premier Nutrition Co.*, 971 F.3d 834 (9th Cir. 2020) ("*Sonner I*").

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

14. Separately, in January 2019—while *Sonner I* was on appeal in the Ninth Circuit—Patricia Bland filed a class action complaint in Alameda Superior Court covering the post-*Sonner* class period. Edward White was added as a second named plaintiff in *Bland*. In

September 2020, this Court certified the *Bland* class of California purchasers with the class period beginning June 21, 2016.

15. Returning to *Sonner* (now in state court), Premier sought to have the case removed to this federal court, and when Plaintiffs successfully opposed those efforts, Premier asked the District Court to enjoin Sonner's state court action. The District Court denied the motion and Premier appealed. The Ninth Circuit affirmed the denial of an injunction, leaving Sonner able to pursue her claims for equitable restitution in state court. *Sonner v. Premier Nutrition Corp.*, 49 F.4th 1300 (9th Cir. 2022) ("*Sonner II*").

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

17. At that point, plaintiffs had eight certified classes in federal court and two certified classes in California state court. These classes covered nine states—the same state classes now included in the settlements. That is all people who purchased any Joint Juice product during the applicable class periods, as follows:

(a) California on or after March 1, 2009, until December 31, 2022;

(b) Connecticut on or after November 18, 2013, until December 31, 2022;

(c) Florida on or after November 18, 2012, until December 31, 2022;

(d) Illinois on or after November 21, 2013, until December 31, 2022;

(e) Maryland on or after December 12, 2013, until December 31, 2022;

(f) Massachusetts on or after January 1, 2013, until December 31, 2022;

(g) Michigan on or after December 12, 2010, until December 31, 2022;

(h) New York on or after December 5, 2013, until December 28, 2021; or

(i) Pennsylvania on or after November 18, 2010, until December 31, 2022

C. The *Montera* Trial

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

19. The trial lasted nine days. Plaintiff called eight witnesses to testify. As expert witnesses, Montera called: Dr. Timothy McAlindon (rheumatologist and researcher), Dr. Michael Dennis (consumer surveys), Dr. Derek Rucker (marketing and advertising), and Colin Weir (damages). Plaintiff called four lay witnesses: Ms. Montera, Lance Palumbo (Joint Juice Brand Director), Darcy Horn Davenport (V.P. of Marketing, President of Premier, CEO), and Nicholas Stiritz (Director of Marketing). Montera introduced 84 exhibits.

20. Premier called five witnesses. Three expert witnesses: Dr. Stuart Silverman (internal medicine, rheumatology), Hal Poret (consumer surveys), and Dr. William Choi (damages). And two lay witnesses: Dr. Kevin Stone (the former CEO and developer of Joint Juice) and Donna Imes (Premier's director of sales for Costco). Premier introduced 26 exhibits.

21. The jury returned a verdict in favor of Montera and the New York class, finding that Premier falsely advertised Joint Juice and that Joint Juice was valueless for its advertised purpose. The jury determined actual damages were $1,488,078.49, or the full retail price of every unit sold in New York during the class period. *Montera*, ECF No. 268.

22. The District Court entered judgment and awarded statutory damages of $8,312,450, or $50 for each of the 166,249 units of Joint Juice sold to New York Class Members during the Class Period. *Montera*, ECF Nos. 293–294; *Montera v. Premier Nutrition*, 2025 U.S. Dist. LEXIS 43184, at *21 (N.D. Cal. Mar. 10, 2025).

23. The District Court also determined that Plaintiffs' Counsel's attorneys' fees and expenses were properly fee-shifted under the GBL and paid by Premier on top of the class judgment amount and, together with taxable costs, awarded $7,980,084.56 in fees and expenses, and a $25,000 service award to the Class Representative. *Montera*, ECF Nos. 314,

320, 346; *Montera v. Premier Nutrition Corp.*, 2022 U.S. Dist. LEXIS 190146 (N.D. Cal. Oct. 18, 2022).

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

24. Premier appealed the verdict, final judgment and numerous underlying orders. Plaintiff appealed the grant of a reduction to the award of statutory damages. The Ninth Circuit affirmed the jury verdict and judgment, reversing only the Court's award of pre-judgment interest, and without addressing the merits of the Court's $8.3 million award, vacated and remanded for further consideration of the due process limit to statutory damages in light of an intervening Ninth Circuit decision clarifying the approach to evaluating such awards. *Montera v. Premier Nutrition Corp.*, 111 F.4th 1018 (9th Cir. 2024) (*Montera I*). In a separate opinion, the Ninth Circuit affirmed the District Court's order awarding attorney fees and expenses, and thereafter, taxed Plaintiff's appeal costs ($1,120.90) against Premier and transferred to the District Court, Plaintiffs' Counsel motion for attorneys' fees and non-taxable expenses for prevailing on appeal. *Montera v. Premier Nutrition Corp.,* 2025 U.S. App. LEXIS 1812 (9th Cir. Jan. 28, 2025) (*Montera II*). Following briefing, the District Court awarded Plaintiffs' Counsel $931,508.39 in fee-shifted fees and expenses for prevailing on appeal. *Montera*, ECF No. 381. Premier's *en banc* petition following *Montera I* was denied; its motion to stay the mandate pending its petition for writ of certiorari was denied; and its petition for writ of certiorari in the United States Supreme Court is currently stayed and will be dismissed if the settlements are effectuated.

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

E. Issue Preclusion Following *Montera*

26. While *Montera* was on appeal, plaintiffs prepared *Bland* and *Sonner* for trial in this Court. Experts were again designated and deposed, and motions in limine and *Sargon* motions were filed. Trial commenced on August 6, 2024. However, on the first day of trial, the Ninth Circuit issued *Montera I*. This Court promptly stayed the trial to allow briefing on the issue preclusive effect of *Montera I*. Plaintiffs filed motions for issue preclusion in this Court (*Sonner/Bland*), and in the District Court, where *Dent* (the Illinois class) was next slated for trial.

27. On May 2, 2025, the District Court granted in part the motion for issue preclusion in *Dent*. On May 14, 2025, this Court granted the motion for issue preclusion in *Sonner/Bland* and set trial on the remaining issues. In their orders granting issue preclusion, both courts encouraged the parties to discuss settlement, and this Court ordered mediation with the Honorable Brad Seligman. After a full day of mediation with Judge Seligman, both parties subsequently accepted the mediator's proposal.

F. Discovery and Trial Preparations

28. In the over twelve years of litigation and trial preparation there has been a substantial amount of discovery. Plaintiffs' Counsel *inter al*ia (1) conducted and defended 64 depositions, including those of Premier's corporate designees, its CEO (on two occasions and as a live witness at trial), current and former marketing, operations, and science employees, and scientific, marketing and damages-related experts; (2) reviewed over 500,000 pages of documents produced by Premier; and (3) served 36 subpoenas on third parties with involvement in marketing and retail sales who produced thousands of pages of documents. Plaintiffs' Counsel in turn responded to discovery served on plaintiffs, defended the depositions of the current and former named plaintiffs whose testimony was used throughout the litigation, and worked with more than eleven of their own expert witnesses and additional consultants to prepare for class certification, summary judgment, and trials, including preparing and exchanging expert reports and conducting and defending expert depositions.

Forty-eight expert reports or declarations were exchanged by the parties at various stages of the litigation.

29. Plaintiffs prepared for trial three times. In 2017, Plaintiffs' Counsel prepared the *Sonner* case for trial before it was dismissed by the District Court just weeks before trial was set to begin. In 2022, Plaintiffs' Counsel prepared and tried *Montera* for nine days before a jury in the District Court. In 2024, Plaintiffs' Counsel prepared the *Bland* and *Sonner* state actions for a joint trial, which commenced but was stayed after the *Montera I* decision was issued. Trial in *Bland* and *Sonner* was to reconvene in late fall 2025. The District Court scheduled a jury trial in *Dent* to begin in February 2026.

G. Settlement Negotiations

30. Settlement negotiations were prolonged and hard-fought. All told, the parties participated in seven formal and numerous informal mediation and settlement negotiation sessions with six mediators: Martin Quinn, Esq. (JAMS, 2013), Hon. Carl West (Ret.) (JAMS, 2015), Hon. Layn Phillips (Ret.) (Phillips ADR, 2020), Scott S. Markus, Esq. (Signature Resolution, 2024), Hon. James Reilly (2024), and Hon. Brad Seligman (2025). These mediation sessions took place with fully informed parties, before and after various milestones in the litigation: class certification, summary judgment, trial and appeals. Following a full-day mediation with Judge Seligman on June 23, 2025, a mediator's proposal was conveyed and subsequently accepted by both parties.

III. CLASS COUNSEL'S EXPERIENCE

31. The Court previously found that my partner, Thomas J. O'Reardon II, and I are adequate to represent the Classes in *Bland* and *Sonner* against Defendant.

32. BHO specializes in the nationwide prosecution of complex class actions. As indicated in the BHO firm resume, attached as **Exhibit 4 to this Declaration**, BHO and its attorneys, including myself and Thomas O'Reardon, have decades of experience litigating class actions alleging consumer fraud, including in cases alleging UCL and CLRA claims and involving unfair and deceptive business practices, and falsely advertised consumer products. BHO has been appointed lead counsel by numerous state and federal courts, including in

complex and multi-district litigation involving fraud claims brought on behalf of consumers. Since 2010, some of the consumer fraud class actions in which BHO was appointed Class Counsel include: *Dremak v. Urban Outfitters, Inc.* (San Diego County Superior Court) (obtained class certification and appointed Class Counsel in consumer fraud case); *Serochi v. Bosa Development* (San Diego County Superior Court) (obtained class certification and appointed Class Counsel in consumer fraud case); *Bland v. Premier Nutrition Corporation* (Alameda County Superior Court) (certifying California class in false adverting of health benefits concerning Joint Juice glucosamine product); *Yamagata v. Reckitt Benckiser LLC* (N.D. Cal.) (certifying UCL, CLRA, FAL California class and New York §§ 349-350 class alleging false and deceptive advertising of health benefits of glucosamine products); *Sonner v. Schwabe North America, Inc.* (C.D. Cal.) (false advertising of Ginkgold memory supplement); *Rikos v. P&G* (S.D. Ohio) (false advertising of Align probiotic supplement); *Mullins v. Premier Nutrition Corp.* (N.D. Cal.) (false advertising of glucosamine and chondroitin supplement); *In re Hydroxycut Mktg. & Sales Practices Litig.* (S.D. Cal.) (false advertising of Hydroxycut weight loss supplement); *Rosales v. FitFlop USA, LLC* (S.D. Cal.) (false advertising of toning footwear); *Johnson v. General Mills, Inc.* (C.D. Cal.) (false advertising of General Mills' YoPlus probiotic); *In re Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.) (false advertising of Skechers' toning shoe products); *In re Reebok EasyTone Litig.* (D. Mass.) (false advertising of Reebok's EasyTone footwear and apparel products); *Johns v. Bayer Corp.* (S.D. Cal.) (false advertising of Bayer's One-A-Day men's vitamins); *Godec v. Bayer Corp.* (N.D. Ohio) (false advertising of Bayer's One-A-Day men's vitamins); *Fitzpatrick v. General Mills, Inc.* (S.D. Fla.) (false advertising of General Mills' YoPlus probiotic); *Nelson v. Mead Johnson Nutrition Co.* (S.D. Fla.) (false and deceptive advertising of health benefits of baby formula products); and *Gemelas v. The Dannon Co., Inc.* (N.D. Ohio) (false advertising of Dannon's Activia and DanActive probiotic products).

33. My firm has also tried, either as assisting counsel or co-counsel, numerous class actions. As one recent example, I was lead trial counsel in *Turrey v. Vervent, Inc*., (S.D. Cal. 2023), a rare nationwide civil RICO class action tried to jury verdict. There, I successfully

represented a class of ITT Tech student loan borrowers who were forced into loans used in a scheme to defraud them, taxpayers, and the federal government. BHO is also responsible for a number of appeals resulting in consumer protection decisions—many of which are directly relevant to this litigation. *See also, e.g., People v. Experian Data Corp.*, 106 Cal. App. 5th 799 (2024) (the discovery rule in UCL cases); *Montera v. Premier Nutrition Corp.*, 111 F.4th 1018 (9th Cir. 2024) (consumer law and false advertising), *en banc rehearing denied*, 2024 U.S. App. LEXIS 26398 (9th Cir. Oct. 18, 2024); *Gostev v. Skillz Platform, Inc.*, 88 Cal. App. 5th 1035 (2023) (mandatory arbitration of consumer claims under the UCL and CLRA); *O'Connor v. Road Runner Sports, Inc.*, 84 Cal. App. 5th 224 (2022) (mandatory arbitration and class action waivers); *Aliff v. Vervent, Inc.*, 2021 U.S. App. LEXIS 37348 (9th Cir. Dec. 17, 2021) (mandatory arbitration of consumer claims); *Bell v. Publix Super Mkts., Inc.*, 982 F.3d 468 (7th Cir. 2020) (consumer law and false advertising); *Kroessler v. CVS Health Corp.*, 977 F.3d 803 (9th Cir. 2020) (consumer law and false advertising); *Sonner v. Schwabe N. Am., Inc.*, 911 F.3d 989 (9th Cir. 2018) (consumer law and false advertising); *Kuhns v. Scottrade, Inc*., 868 F.3d 711 (8th Cir. 2017) (consumer standing); *Rikos v. The Procter & Gamble Co.*, 799 F.3d 497 (6th Cir. 2015) (consumer law and false advertising), *cert. denied*, 2016 U.S. LEXIS 2244 (U.S. Mar. 28, 2016); *Corvello v. Wells Fargo Bank, NA*, 728 F.3d 878 (9th Cir. 2013) (consumer and banking law), *Fitzpatrick v. General Mills, Inc.*, 635 F.3d 1279 (11th Cir. 2011), *Kwikset Corp. v. Sup. Ct.*, 51 Cal. 4th 320 (2011) (consumer law and false advertising), *McKell v. Wash. Mutual, Inc.*, 142 Cal. App. 4th 1457 (2006), *Kruse v. Wells Fargo Home Mortgage, Inc.*, 383 F.3d 49 (2d Cir. 2004) (consumer and banking law), *Lebrilla v. Farmers Group, Inc.*, 119 Cal. App. 4th 1070 (2004), *Moore v. Liberty Nat'l Life Ins. Co*., 365 F.3d 408 (5th Cir. 2004) (life insurance, consumer protection and civil rights), and *Lavie v. Procter & Gamble, Co.*, 105 Cal. App. 4th 496 (2003). I am a frequent lecturer at seminars about class actions, consumer protection, and related issues. I a member of the Board of Directors of the Consumer Attorneys of California and was the 2015 President of the Consumer Attorneys of San Diego.

IV. THE *MULTISTATE* SETTLEMENT

A. The Class for Settlement Purposes is the Same Ones Previously Certified

34. This Multistate Settlement encompasses each of the previously certified classes, except for the New York class in *Montera*. As provided in the Settlement Agreement, the Motion for Preliminary Approval includes Plaintiffs' unopposed request for leave to file a Second Amended Complaint in *Bland* adding the federal class representatives and their previously certified state-law claims for settlement purposes, so that all certified classes—except the *Montera* New York class—are encompassed within this Multistate Settlement. SA § II.B.1. This proposed Second Amended Complaint in *Bland* is attached as **Exhibit 5 to this Declaration**. The Class is defined as:

> All persons who purchased any Joint Juice product during the applicable Class Periods, which are:
>
> - California on or after March 1, 2009, until December 31, 2022;
> - Connecticut on or after November 18, 2013, until December 31, 2022;
> - Florida on or after November 18, 2012, until December 31, 2022;
> - Illinois on or after November 21, 2013, until December 31, 2022;
> - Maryland on or after December 12, 2013, until December 31, 2022;
> - Massachusetts on or after January 1, 2013, until December 31, 2022;
> - Michigan on or after December 12, 2010, until December 31, 2022; or
> - Pennsylvania on or after November 18, 2010, until December 31, 2022.

See SA, § II.A.9.[1]

35. The Class Periods end on December 31, 2022, because that is when Premier stopped distributing Joint Juice.

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[1] Excluded from the Class are: (a) Defendant, its officers, directors and employees, affiliates and affiliates' officers, directors and employees; (b) Plaintiffs' Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; (d) persons or entities who purchased Joint Juice for resale; and (e) persons who timely and properly exclude themselves from the Class as provided in the Settlement Agreement. SA, § II.A.9.

B. Settlement Relief

1. Direct Benefits to Class Members

36. Pursuant to the Settlement, Defendant pays a $70,839,813.53, non-reversionary Settlement Amount.

37. None of the $70,839,813.53 will be returned to Defendant. Instead, this Settlement Amount will be used to pay Class Member Cash Payment awards, and Court-approved Attorneys' Fees and Expenses, Class Representative Service Awards, and the Notice and Claim Administration Expenses.

38. Class Members will receive $10 or $25 cash for each unit of Joint Juice they purchased. Payments will be $10.00 per Joint Juice Unit for each of the following products:

- Joint Juice Ready-To-Drink (6-count),
- Joint Juice Drops,
- Joint Juice Extra Strength Ready-To-Drink (6-count), and
- Joint Juice On The Go! Drink Mix Powder (7-count).

Payments will be $25.00 per Joint Juice Unit for each of the following products:

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

39. Based on data provided in discovery, which Plaintiffs' expert analyzed and testified about, the 6-count and 30-count Joint Juice "Ready-to-Drink" packages account for over 94% of relevant sales. The average retail price for those products was approximately $5 and $16.50, respectively. Thus, the Cash Payment amounts exceed 150% of the average retail prices.

40. For Class Members with proof of purchase, they can receive reimbursement for all Joint Juice purchases. For Class Members with no proof of purchase, they may receive reimbursement for up to six purchases, which is a number that exceeds the average number of

Joint Juice purchases by Class Members. Based on data provided in discovery, which Plaintiffs' expert analyzed and testified about at trial, the average number of Joint Juice units purchased per Class Member during the class period is about 3.5.

41. Class Counsel has subpoenaed Class Member's contact information and their Joint Juice purchase history data from the three largest retailers of Joint Juice (Costco, Walmart, and Sam's Club), the largest online-only retailer of Joint Juice (Amazon), and Premier will provide the Settlement Administrator with identities and purchase histories of Class Members as well. These sources of data sold well in excess of 80% of the Joint Juice at issue, and there are no other membership clubs or online retailers (i.e., retailers likely to possess customer contact information and purchase history data) responsible for even 5% of the product sales at issue. The Retail Purchase Data provided by these sources will be used by the Settlement Administrator to send Email Notice or Postcard Notice directly to these Identified Class Members. These Identified Class Members will be directly notified that they will automatically receive a Direct Payment Award ($10 or $25 per-unit) based on the number and type of Joint Juice Units they purchased as shown in the Retail Purchase Records. They do not need to take any action to receive the Direct Payment Award, but they may nonetheless submit a Claim if they believe they made additional purchases during the Class Period.

42. All other Class Members—those who cannot be identified from Retail Purchase Records—may submit a simple Claim Form to receive reimbursement for their Joint Juice purchases. The Claim Form requires only that these "Claim-In Class Members" indicate the number of units they believe they purchased and choose whether to receive payment by physical or electronic check. Claim Forms may be submitted online through the Settlement Website or by mail to the Settlement Administrator.

43. Claim-In Class Members, like Identified Class Members, may claim reimbursement for up to six (6) Joint Juice units without Proof of Purchase and will receive Cash Payments of $10 or $25 per unit depending on which product they purchased. Those who provide Proof of Purchase will receive $10 or $25 per unit for all documented purchases, plus

up to six additional units without proof. For example, a Class Member claiming eight (8) units need submit Proof of Purchase for only two (2) units.

44. Depending on the amount of money left in the non-reversionary Net Fund, Class Members may receive up to seven times (or more) their approved claim amount. Therefore, Class Members may receive up to $175 cash for *each unit* purchased.

45. The Settlement Administrator will decide whether the submitted Claim Forms are complete and timely. Class Members are given an opportunity to correct any incomplete claim forms or to appeal the Settlement Administrator's rejection of any Claim. The Settlement Administrator will fulfill all valid Claims by sending cash to the Class Member. Class Members can choose to receive the Cash Payment via a physical check or electronic check.

46. No portion of the Settlement will revert to Defendant. Any funds remaining in the Net Fund after calculating valid Claims will be distributed to Identified Class Members and Claim-In Class Members by increasing the amount of their valid Cash Payment by up to seven times the original $10 and $25 per unit amounts. If, after applying the pro rata upward adjustment, the Net Fund still exceeds the aggregate amount of those adjusted Cash Payments, supplemental class notice will be sent and the Claim Deadline will be extended by 30 days to allow additional Class Members to submit claims. If money remains after this "Supplemental Claim Deadline", all Cash Payments will be further increased on a pro rata basis until the Net Fund is fully distributed to Class Members.

47. Any money that remains as a result of uncashed physical and electronic checks will be distributed on a *cy pres* basis to the non-profit Rheumatology Research Foundation. Given the large size of the Cash Payments and the automatic Direct Payment Awards, the comprehensive Class Notice Program and its substantial Direct Notice component, the second Direct Notice and supplemental Claim process, and seven-time upward adjustment provision, the Parties anticipate only a small amount of remaining funds. Notwithstanding, I believe Rheumatology Research Foundation (https://www.rheumresearch.org) is an appropriate *cy pres* recipient in this Action. The Foundation is a 501(c)3 non-profit organization established

by the American College of Rheumatology (ACR) in 1985 to provide essential funding to the rheumatology community for the benefit of their patients. It has become the largest private funding source of rheumatology research and training programs in the United States. Its mission is to advance the education and training of rheumatology health professionals, encourage early and mid-career investigators to pursue research into the causes, prevention, and treatment of rheumatic diseases, and provide researchers with essential funding to explore treatments and cures for rheumatic diseases, including osteoarthritis. *See* https://www.rheumresearch.org/faqs. There is a direct nexus between Rheumatology Research Foundation and the interests of the Class because Plaintiffs allege Joint Juice was advertised as a treatment for the symptoms of osteoarthritis, and the target market for Joint Juice was people suffering from osteoarthritis and its symptoms, including joint pain and stiffness.

2. Notice and Claim Administration Expenses, Attorneys' Fees and Expenses, and the Class Representative Service Award

48. Notice and Claim Administration Expenses, Attorneys' Fees and Expenses and the Class Representative Service Award will be paid by Premier from the Settlement Fund.

49. In the fee motion to be submitted in connection with final approval, Class Counsel will seek 33% of the common fund in attorneys' fees, plus reimbursement of expenses (approximately $850,000), and $10,000 service awards to each of the ten Class Representatives.

3. The Class Notice Program

50. I have extensive experience working with class action notice and settlement administrators. Based on this experienced, I developed a list of administrators that I believed could handle litigation of this size and develop a very good class notice and class member outreach program to ensure Class Members had an opportunity to participate in the Settlement and that the Settlement Fund would be fully spent. In these cases, Class Counsel have used JND Legal Administration ("JND") and KCC at various times and for each time, have secured competitive bids from the list I maintain. Bids have been obtained from JND, KCC, and Epiq. Class Counsel selected JND, a claims administrator with significant expertise and experience.

In working with the class data, JND has become familiar with the class data and demographics, which I believe translates into a better and more efficient notice and claims administration process. I have consulted with another administrator who confirmed that give JND's experience with this case, using them to administer the settlements provided advantages over other administrators. Even after selecting JND, we have continued to negotiate in order to reduce costs and to further refine the bid and control costs for notice and claims administration.

51. JND has informed me of the following information regarding its security procedures for securely handling class member data:

- JND has adopted a NIST-based information security program and series of controls to ensure all security and privacy safeguards are appropriately selected, implemented, and reviewed. JND submits itself and its systems no less than annually to several independent assessments, such as the American Institute of Certified Public Accountants SOC 2 certification, and penetration testing by a reputable cybersecurity consulting firm. JND also maintains ample cybersecurity and E&O insurance.
- JND maintains a suite of information security policies which undergo an annual review and approval process. JND's systems have been designed with privacy in mind and utilize a role-based access control methodology where access to systems and data is granted in accordance with the principle of least privilege. Dedicated applications and storage are provided for each settlement, ensuring data that has been collected for different purposes can be processed separately. Access reviews are also performed quarterly. Additionally, JND performs background checks on all personnel and requires each individual to enter into a non-disclosure and confidentiality agreement, complete security and privacy training, and attest to applicable security and privacy policies.
- JND has in place Next Generation Firewalls with intrusion detection and prevention (IDS/IPS), a Security Information and Event Management (SIEM)

solution, and an Endpoint Detection and Response (EDR) solution that is deployed on all endpoints to perform real-time and scheduled scanning along with behavioral analysis. Encryption is also in use and JND's system and data is protected both at rest using disk and database encryption and in flight with TLS encrypted web traffic.

- JND facilities used to process or store data have adequate physical controls in place to prevent unauthorized access to, or dissemination of, sensitive information and are controlled by key cards assigned only to authorized personnel and only at the level required to perform job duties. Facilities are also protected by alarm systems or on-site guards and employ CCTV monitoring and recording systems.
- JND maintains an Incident Response Policy and Plan that provides organization guidance, processes, and procedures to effectuate proper response to a security or privacy incident. JND also has in place a Vendor Management program which governs the procurement, initial and periodic assessments, and ongoing management of its relationships with any third-party vendors and service partners.
- JND will only collect the minimum amount of data necessary to administer this Settlement and only utilizes that data for purposes specified by court orders and settlement documents. All data collected in conjunction with the Settlement is considered sensitive. JND has been provided with a copy of the Stipulated Protective Order and will handle all settlement data, including the Retail Purchase Records, in accordance with its terms. JND retains data for the minimum amount of time required and securely destroys data in accordance with NIST 800-88 guidelines once it is no longer required to be retained.

52. The Parties have developed the Class Notice Program with the assistance of JND. The concurrently submitted Declaration of Jennifer M. Keough Regarding Class Notice Program ("Keough Declaration") describes in detail the various components of the proposed program.

53. We used the model class notice forms developed by the Federal Judicial Center and the Impact Fund's Notice Project in developing the informative and clear Long Form Notice, Email Notice, and Postcard Notice. *See* https://noticeproject.org/.

54. Based on my knowledge and experience in similar class action litigation, I believe the Class Notice Program here constitutes the best notice practicable under the circumstances of this case. It informs Class Members of their rights through a comprehensive, multi-faceted plan for delivery of notice by email, U.S. mail, press release, a settlement website, and targeted Internet media. The Declaration of Jennifer Keough from JND describes the Class Notice Program in more detail.

55. We also have issued subpoenas to the primary retailers of Joint Juice: Costco, Walmart, Sam's Club, and Amazon (the "Subpoenaed Retailers") for Class Member contact information and purchase history data. Premier, who operated an ecommerce website for consumer sales of Joint Juice, will also provide JND with any of its Class Member information. These Subpoenaed Retailers plus Premier are responsible for over 80% of the sales made to Class Members. Based on analysis of the sales data produced in discovery, there is no other membership club or online retailer (i.e., retailers likely to possess customer contact information and purchase history data) responsible for even 5% of the product sales at issue. Over the last several months, following Class Counsel's negotiations with each of the Subpoenaed Retailers, they have each agreed to gather and provide their individually identifiable contact information for Class Members to the Settlement Administrator. The Keough Declaration explains how this retailer data will be utilized for sending direct Email Notice and Postcard Notice.

4. The Release

56. Under the Settlement, each member of the Class will be deemed to have released with the exception of claims for personal injury, all claims that were or could have been asserted in the Action and that are based on the same factual predicate of those claims in the Action—that Joint Juice was misleadingly marketed or sold.

V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

57. Based on my experience, the settlement consideration, and my assessment of the risks of further litigation, I believe the Settlement meets the fair, reasonable, and adequate standard and should be approved. Both the Settlement Amount of $70,839,813.53 and the individual per-unit awards that exceed full retail price refunds represent a significant recovery. The result is well within the reasonable standard when considering the length of pursuing further litigation, including the risks of successive trials and appeals.

A. The Relief Provided and Inherent Risks of Continued Litigation Weigh in Favor of Preliminary Approval

58. The Settlement provides substantial benefits to Class Members – to my knowledge, more than any other case of its kind. The guaranteed recovery obviates the risk and delay of continued litigation, trials and appeals, which are significant factors considered in evaluating a settlement. Any continued litigation is time-consuming and expensive and may not obtain any more than is immediately available through the Settlement. The elimination of delay and expense weighs in favor of approval.

59. The non-reversionary, all-cash $90 million provided in this and the *Montera* Settlement represents the largest or among the largest recovery in a false advertising action involving a retail product. The largest previous settlements are (or include) *Yamagata v. Reckitt Benckiser* (N.D. Cal.) ($50 million settlement), *In re Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.) ($40 million settlement) and *Gemelas v. Dannon Co., Inc.* (N.D. Ohio) ($45 million settlement). I was Class Counsel in *Yamagata*, *Skechers* and *Dannon*. This settlement is even more impressive considering that the retail sales in *Yamagata* were almost $360 million. Here, the retail sales of Joint Juice to Class Members were approximately $63.4 million. *Yamagata* was by all accounts an excellent settlement that created an all-cash fund of 7.2% of retail sales. This settlement requires Premier to pay back 142% of the retail sales at issue.

60. This proposed settlement is also substantially larger than other settlements in this area. *See, e.g.*, *Lerma v. Schiff Nutrition Int'l, Inc.*, No. 11cv1056-MDD (S.D. Cal. Nov. 3,

2015) (ECF No. 171) (court final approval of a $6.51 million class action settlement that encompassed over a billion dollars in retail sales of glucosamine supplements, with class members limited to recovering $3 per unit purchased for up to 4 units purchased); *Pearson v. Rexall Sundown, Inc.*, No. 1:11-cv-07972 (N.D. Ill.) (ECF Nos. 288, 344) (approval of a $9 million settlement provided $8 payments to class members who purchased the number one selling, billion-dollar glucosamine product Osteo Bi-Flex); *Hazlin v. Botanical Labs., Inc.*, No. 13cv0618-KC, 2015 U.S. Dist. LEXIS 189687 (S.D. Cal. May 20, 2015) ($3.1 million settlement involving Wellesse Joint Movement Glucosamine products); *Gallucci v. Boiron, Inc*., No. 11cv2039, 2012 U.S. Dist. LEXIS 157039, at *2, 7 (S.D. Cal. Oct. 31, 2012) ($5 million settlement in case involving falsely advertised homeopathic products with retail sales of $65,575,194); *In re Cobra Sexual Energy Sales Practices Litigation,* No. 2:13-cv-05942 (C.D. Cal.) (final approval granted on April 7, 2021, of $100,000 common fund with attorneys' fees of $490,000 in false advertising case involving men's virality supplement).

61. While the courts' issue preclusion rulings based on *Montera* would have narrowed the issues for trial, Premier made clear its intention to appeal those rulings. Absent this Settlement, Premier would have continued to pursue a Petition for Writ of Certiorari in the U.S. Supreme Court. Although Plaintiffs believed the petition was unlikely to be granted, if it were, the parties faced years of additional proceedings—including briefing before the Supreme Court, potential certification of questions to the New York Court of Appeals, and further briefing in both that court and the Ninth Circuit. Premier's appeals of the issue preclusion rulings—and no doubt other issues as well—would have prolonged the litigation for years, delaying any payment to Class Members and substantially increasing the cost of litigation. This risk is not hypothetical: it has been 39 months since the jury verdict in *Montera*, and the resulting judgment against Premier is still not final. Litigating the trials for the remaining eight (8) certified classes, and then subsequent appeals would have taken years and significantly increased costs. Even after such delay and expense, Class Members might not have recovered more than this Settlement provides now—per-unit cash payments exceeding 150% of the average retail prices paid for Joint Juice.

62. Given the uncertainties balanced against this landmark settlement, this factor favors preliminary approval.

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

63. The Settlement was reached after arm's-length negotiations conducted intermittently throughout the life of the litigation—before and after class certification, summary judgment, trial and appeals in state and federal courts. There were seven formal mediation sessions with six mediators. These negotiations were contentious and preceded by extensive mediation briefing.

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

65. The third mediation occurred on September 24, 2020, before the Honorable Layn Phillips (Ret.). By then, Premier's motion for summary judgment had been denied, *Montera* had been certified, and the Ninth Circuit had dismissed the California action in *Sonner I* for lack of equitable jurisdiction. *Montera* and the related cases had been litigated for seven years. Yet, the mediation was unsuccessful and it terminated after half a day.

66. Nearly four years passed before the next mediation. By that point, the *Montera* trial had taken place and oral argument before the Ninth Circuit in *Montera I* was completed. The timing therefore presented a natural opportunity for resolution. Nonetheless, mediation before Scott S. Markus, Esq. at Signature Resolution on April 8, 2024, was neither successful nor productive.

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

68. On August 6, 2024, the Ninth Circuit issued its decision in *Montera I*, affirming the District Court on all points raised by Premier, except for the award of prejudgment interest and remanding the statutory damages award. *Montera*, 111 F. 4th 1018. Even then, settlement

did not follow and hard-fought litigation continued. Premier sought *en banc* review (denied), moved to stay the mandate (denied), filed a petition for writ of certiorari in the U.S. Supreme Court (pending), and opposed Plaintiffs' motions for application of issue preclusion.

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

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

C. The Extent of Discovery and Stage of Proceedings

71. The Settlement was reached after years of discovery, summary judgment, class certification, expert discovery, testimony and analysis, a full jury trial, pre- and post-trial motions (including motions to decertify) and multiple appeals. The cases were thoroughly litigated. For example, expert discovery was conducted repeatedly: first for the original 2017 trial set in *Mullins/Sonner*, then again in *Montera* in 2022, and once more before the *Bland/Sonner* 2024 trial. Both parties' experts testified at the *Montera* trial. *See also* § II, above. As a result, I was able to make reasoned and informed settlement decisions.

72. Moreover, the Settlement was negotiated over the course of numerous mediation sessions spanning the length of the litigation with experienced mediators. The Settlement was heavily negotiated and was always at arms' length.

D. The Experience and Views of Counsel

73. As discussed above, we have substantial experience serving as class counsel in consumer protection class actions. I believe this record-setting Settlement is fair, reasonable, and adequate and should be approved.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on October 23, 2025, at San Diego, California.

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

CERTIFICATE OF SERVICE

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

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

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

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

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

s/ Janet Kohnenberger

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