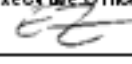


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FILED
Superior Court of California
County of Alameda
05/26/2026
Clad Filke, Executive Officer / Clerk of the Court
By:  Deputy
E. Zhong

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA – NORTHERN DIVISION**

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

Plaintiff,

v.

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

Defendant.

Case No. RG20072126
Related to RG19002714 (*Bland v. Premier*)

Assigned for All Purposes to:
Honorable Michael Markman
Department 1

CLASS ACTION
**~~[PROPOSED]~~ FINAL APPROVAL ORDER
AND JUDGMENT**

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

1 WHEREAS, this matter came on for a Final Approval Hearing on May 5, 2026. The
2 Court has considered the Settlement Agreement filed October 23, 2025, (the “Settlement”).

3 WHEREAS, on January 15, 2019, plaintiff Patricia Bland filed a class action complaint
4 against Premier in the Superior Court for the State of California, County of Alameda captioned
5 *Bland v. Premier Nutrition Corp.*, Case No. RG 19002714, on behalf of herself and all other
6 consumers who purchased Joint Juice in California. On September 1, 2020, following the
7 Ninth Circuit’s ruling affirming dismissal of the plaintiff Kathleen Sonner’s action for lack of
8 federal jurisdiction, plaintiff Sonner filed a class action complaint against Premier in the
9 Superior Court for the State of California, County of Alameda captioned *Sonner v. Premier*
10 *Nutrition Corp.*, Case No. RG 20072126, on behalf of herself and all other consumers who
11 purchased Joint Juice in California from March 1, 2009 until June 20, 2016. Throughout 2016,
12 seven related class actions were filed against Premier Nutrition in the United States District
13 Court for the Northern District of California on behalf of proposed classes of consumers who
14 purchased Joint Juice in Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan and
15 Pennsylvania.¹ Plaintiffs successfully moved for class certification in each of these nine related
16 actions. A Second Amended Complaint in *Bland* was filed to include these Plaintiffs and their
17 causes of action.

18 WHEREAS, the Parties have engaged in substantial litigation and discovery over the
19 past 12 years of litigation, including issuance of nearly 100 orders over the course of the
20 litigation involving disputed motions for class certification, motions for summary judgment
21 and judgment on the pleadings, a motion to dismiss, motions for decertification, motions to
22 stay, a jury trial and verdict in the related case of *Montera v. Premier Nutrition Corp.*, Case
23 No. 3:16-cv-06980 (N.D. Cal.), followed by post-trial motions including a motion for a new
24

25 ¹ The related federal actions are *Schupp v. Premier Nutrition*, Case No. 3:17-cv-000054-
26 RS (N.D. Cal.), (Massachusetts Class); *Spencer v. Premier Nutrition*, Case No. 3:16-cv-
27 07090-RS (N.D. Cal.) (Maryland Class); *Simmons v. Premier Nutrition*, Case No. 3:16-cv-
28 07078-RS (N.D. Cal.) (Michigan Class); *Dent v. Premier Nutrition*, Case No. 3:16-cv-06721-
RS (N.D. Cal.) (Illinois Class); *Ravinsky v. Premier Nutrition*, Case No. 3:16-cv-06704-RS
(N.D. Cal.), (Pennsylvania Class); *Lux v. Premier Nutrition*, Case No. 3:16-cv-06703-RS
(N.D. Cal.) (Connecticut Class); *Caiazza v. Premier Nutrition*, Case No. 3:16-cv-06685-RS
(N.D. Cal.) (Florida Class).

1 trial and motions for judgment as a matter of law, expert discovery, *Daubert* and *Sargon*
2 motions, motions in limine, complete trial preparation and related motion practice and expert
3 witness work in *Bland* and *Sonner*, and motions for issue preclusion in *Bland*, *Sonner*, and
4 *Dent*. There has been substantial appellate work, including five appeals to the Ninth Circuit, a
5 request to certify question to the California Supreme Court filed with the Ninth Circuit, a
6 request to certify questions to the New York Court of Appeals filed with the Ninth Circuit, a
7 petition for en banc rehearing with the Ninth Circuit, a motion to stay the mandate filed with
8 the Ninth Circuit, a petition for a writ of certiorari in the United States Supreme Court, and a
9 petition for writ of mandate with the California Court of Appeals. In the course of litigation,
10 Plaintiffs' Counsel, (1) conducted and defended 64 depositions, including those of Premier's
11 corporate designees, its CEO (on two occasions and as a live witness at trial), current and
12 former marketing, operations, and science employees, and scientific, marketing and damages-
13 related experts; (2) reviewed over 500,000 pages of documents produced by Premier; and (3)
14 served 36 subpoenas on third parties with involvement in marketing and retail sales issues who
15 produced thousands of pages of documents. Plaintiffs' Counsel also responded to discovery
16 served on Plaintiffs, defended the depositions of twelve named plaintiffs whose testimony was
17 used throughout the litigation, and worked with more than eleven of their own expert
18 witnesses and additional consultants to prepare for class certification, summary judgment, and
19 trial, including preparing and exchanging expert reports and conducting and defending expert
20 depositions. 48 expert reports or declarations were exchanged by the parties at various stages
21 of the litigation. Trial and full preparation for trials happened three times. In 2017, the Parties
22 prepared the *Sonner* case for trial, which was originally set for trial that year. In 2022, the
23 Parties prepared and tried *Montera* for nine days before a jury in the District Court. In 2024,
24 the Parties prepared the *Bland* and *Sonner* actions for trial, which commenced and was stayed
25 on August 6, 2024, in light of the Ninth Circuit decision in *Montera*. Trial in those cases was
26 to reconvene in late fall. A jury trial in *Dent* was scheduled in the District Court to begin in
27 February 2026.

28

1 WHEREAS, the Parties participated in seven formal and numerous informal mediation
2 and settlement negotiation sessions with six different neutrals, including before Martin Quinn,
3 Esq. at JAMS on December 3, 2013, the Honorable Carl West (Ret.) at JAMS on April 9,
4 2015, the Honorable Layn Phillips (Ret.) at Phillips ADR on September 24, 2020, Scott S.
5 Markus, Esq. at Signature Resolution on April 8, 2024, the Honorable James Reilly on June
6 24, 2024 and July 10, 2024, and the Honorable Brad Seligman on June 23, 2025. At the end of
7 the full-day mediation with Judge Seligman, a mediator's proposal was delivered, which the
8 Parties subsequently accepted. Throughout the course of mediation efforts, the Parties were
9 simultaneously engaging in the discovery and litigation efforts described above.

10 WHEREAS, the Settlement consists of a \$70,839,813.53 common Settlement Fund.
11 This all-cash, non-reversionary common fund will be distributed to provide the Cash Payment
12 to Class Members, to compensate Plaintiffs' Counsel their fees and expenses, as awarded by
13 the Court, to pay Class Representative service awards, as awarded by the Court, to pay the
14 Court-appointed Settlement Administrator for notice and settlement administration costs, and
15 to distribute any remainder, thereafter, if any, to the Cy Pres Recipient.

16 WHEREAS, a hearing was held before this Court on Plaintiffs' Motion for Preliminary
17 Approval. The Court granted the motion. Before the Court is the last stage of the settlement
18 approval process: final approval of the Settlement. Plaintiffs have also moved for approval of
19 attorneys' fees and expenses and service awards for the Class Representatives.

20 WHEREAS, at the final approval hearing, Blood Hurst & O'Reardon, LLP appeared
21 for Plaintiffs and the Class, and Faegre Drinker Biddle & Reath, LLP appeared for Defendant.

22 WHEREAS, an opportunity to be heard having been given to all other persons desiring
23 to be heard as provided in the Class Notice and having considered all of the submissions and
24 arguments, and otherwise being fully informed, and good cause appearing therefore,

25 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

26 1. Plaintiffs' Motion for Final Approval of Class Action Settlement is
27 GRANTED.

28

1 2. This Final Approval Order and Judgment incorporates herein and makes a part
2 hereof, the Settlement Agreement (including its exhibits) and the Preliminary Approval Order.
3 Unless otherwise provided herein, the terms defined in the Settlement Agreement and
4 Preliminary Approval Order shall have the same meanings for purposes of this Order and
5 Judgment.

6 3. The Court has subject matter jurisdiction over this matter including, without
7 limitation, jurisdiction to approve the Settlement Agreement, to settle and release all claims
8 released in the Settlement Agreement, and to enter Judgment. The Court has personal
9 jurisdiction over Defendant, Plaintiffs, and the Class Members.

10 4. Pursuant to Code of Civil Procedure § 382, California Rules of Court, rules
11 3.760-3.77, and Civil Code § 1781, the Court certifies the following Class, which is consistent
12 with the certification orders previously made by this Court and the United States District Court
13 for the Northern District of California:

14 All people who purchased any Joint Juice product in any of the following
15 states and during the following Class Periods:

- 16 • California on or after March 1, 2009, until December 31, 2022;
- 17 • Connecticut on or after November 18, 2013, until December 31, 2022;
- 18 • Florida on or after November 18, 2012, until December 31, 2022;
- 19 • Illinois on or after November 21, 2013, until December 31, 2022;
- 20 • Maryland on or after December 12, 2013, until December 31, 2022;
- 21 • Massachusetts on or after January 1, 2013, until December 31, 2022;
- 22 • Michigan on or after December 12, 2010, until December 31, 2022; or
- 23 • Pennsylvania on or after November 18, 2010, until December 31,
24 2022.

25 Excluded from the Class are: (a) Defendant, its officers, directors and
26 employees, affiliates and affiliates' officers, directors and employees; (b)
27 Class Counsel; (c) judicial officers and their immediate family members and
28 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.

5. The Court finds Plaintiffs Kathleen Sonner, Patricia Bland, Edward White,
Susan Caiazzo, Annette Ravinsky, Donna Lux, Sandra Dent, Marilyn Spencer, Mary Trudeau,
and Beverly Avery are members of the Class, their claims are typical of the Class, and they
fairly and adequately protected the interests of the Class throughout their involvement in this

1 Action. *Medrazo v. Honda of North Hollywood*, 166 Cal. App. 4th 89, 99 (2008); *Wershba v.*
2 *Apple Computer*, 91 Cal. App. 4th 224, 238 (2001); *Daniels v. Centennial Group, Inc.*, 16 Cal.
3 App. 4th 467, 473 (1993); *Lazar v. Hertz*, 143 Cal. App. 3d 128, 141–142 (1983); *McGhee v.*
4 *Bank of America*, 60 Cal. App. 3d 442, 450 (1976). Accordingly, the Court hereby appoints
5 Kathleen Sonner, Patricia Bland, Edward White, Susan Caiazzo, Annette Ravinsky, Donna
6 Lux, Sandra Dent, Marilyn Spencer, Mary Trudeau, and Beverly Avery as Class
7 Representatives for the Class.

8 6. The Court finds that the Class meets all requirements for certification of the
9 claims alleged, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the
10 class representatives and Class Counsel; (e) predominance of common questions of fact and
11 law among the Class; (f) superiority; and (g) ascertainability. *See Bland v. Premier Nutrition*
12 *Company, LLC*, No. RG19002714, order dated July 22, 2020 (granting class certification);
13 *Sonner v. Premier Nutrition Company, LLC*, No. RG20072126, order dated November 9, 2023
14 (granting class certification).²

15 7. Finding that they are qualified, experienced, and possess the abilities to fairly
16 and adequately conduct this litigation and represent the interests of the Class, the Court makes
17 final its appointment of Timothy G. Blood and Thomas J. O’Reardon II of Blood Hurst &
18 O’Reardon, LLP as Class Counsel to represent the Class Members. *Miller v. Woods*, 148 Cal.
19 App. 3d 862, 874 (1983); *McGhee*, 60 Cal. App. 3d at 450. Class Counsel from Blood Hurst &
20 O’Reardon, LLP are qualified and experienced in class action litigation, including in
21 prosecuting false advertising cases, and they have been actively involved in the prosecution of
22 these related actions since 2013. *See Bland v. Premier Nutrition Company, LLC*, No.
23 RG19002714 (March 9, 2020, Declaration of Timothy G. Blood in Support of Plaintiff’s

24 _____
25 ² *See also Schupp v. Premier Nutrition*, Case No. 3:17-cv-000054-RS (N.D. Cal.),
26 Docket No. 78 (certifying Massachusetts Class); *Spencer v. Premier Nutrition*, Case No. 3:16-
27 cv-07090-RS (N.D. Cal.), Docket No. 76 (certifying Maryland Class); *Simmons v. Premier*
28 *Nutrition*, Case No. 3:16-cv-07078-RS (N.D. Cal.), Docket No. 78 (certifying Michigan
Class); *Dent v. Premier Nutrition*, Case No. 3:16-cv-06721-RS (N.D. Cal.), Docket No. 82
(certifying Illinois Class); *Ravinsky v. Premier Nutrition*, Case No. 3:16-cv-06704-RS (N.D.
Cal.), Docket No. 82 (certifying Pennsylvania Class); *Lux v. Premier Nutrition*, Case No. 3:16-
cv-06703-RS (N.D. Cal.), Docket No. 80 (certifying Connecticut Class); *Caiazzo v. Premier*
Nutrition, Case No. 3:16-cv-06685-RS (N.D. Cal.), Docket No. 82 (certifying Florida Class).

1 Motion for Class Certification, at ¶¶ 4–7 (discussing experience and qualifications) and Ex.
2 101 thereto (Blood Hurst & O’Reardon, LLP firm resume)).

3 8. The Court finally confirms appointment of JND Legal Administration as the
4 Settlement Administrator. All fees and costs associated with the Class Notice Program and
5 claims administration shall be paid from the Settlement Fund, as set forth in the Settlement
6 Agreement. The Settlement Administrator is directed to perform all responsibilities assigned in
7 the Settlement Agreement.

8 9. The Court finds that the persons excluded from the Class because they filed
9 valid requests for exclusion (“Opt-Outs”) are identified in Exhibit A to this Order. These Class
10 Members who filed timely, valid Opt-Outs are not bound by this Order and the accompanying
11 Final Judgment or the terms of the Settlement Agreement and may pursue their own individual
12 remedies against Defendant. However, such persons are not entitled to any rights or benefits
13 provided to Class Members by the terms of the Settlement Agreement.

14 10. The Court directed that Class Notice be given to the Class Members pursuant to
15 the notice program proposed by the Parties and approved by the Court. In accordance with the
16 Court’s Preliminary Approval Order and the Court-approved Class Notice Program, the
17 Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The
18 Class Notice advised Class Members of the terms of the Settlement Agreement; the Final
19 Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out
20 of, the Class and to object to the Settlement Agreement; procedures for exercising such rights;
21 and the binding effect of this Order and accompanying Final Judgment, whether favorable or
22 unfavorable, to the Class.

23 11. The distribution of the Class Notice pursuant to the Class Notice Program (1)
24 constituted the best notice practicable under the circumstances; (2) constituted notice that was
25 reasonably calculated, under the circumstances, to apprise members of the Class of the
26 pendency of the Action, their right to object to or exclude themselves from the proposed
27 Settlement, and their right to appear at the Final Approval Hearing; (3) was reasonable and
28 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (4)

1 fully satisfied the requirements of California Rules of Court, Rule 3.769(f), the requirements
2 of due process, and any other applicable law.

3 12. The Court finds after a hearing and based upon all submissions of the Parties
4 and interested persons, the Settlement Agreement proposed by the Parties is fair, reasonable,
5 and adequate. *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117–1118 (2009);
6 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1800–1801 (1996). In reaching this
7 conclusion, the Court considered the record in its entirety and heard the arguments of counsel
8 for the Parties and all other persons seeking to comment on the proposed Settlement
9 Agreement. In addition, the Court has considered a number of factors, including: (1) the
10 complexity, expense, and likely duration of the litigation; (2) the reaction of the Class
11 Members to the Settlement Agreement; (3) the stage of the proceedings and the amount of
12 discovery completed; (4) the risks of establishing liability; (5) the risks of establishing
13 damages; (6) the risks of maintaining the class action through the trial; (7) the ability of
14 Defendant to withstand a greater judgment; (8) the reasonableness of the relief provided by the
15 Settlement Agreement in light of the best possible recovery; and (9) the experience and views
16 of counsel involved. *Wershba*, 91 Cal. App. 4th at 244–245. The lack of any objections by
17 Class Members and the low number of exclusion requests further supports approval of the
18 Settlement. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th
19 1135, 1153 (2000); *Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 822 (2014). The
20 Court has independently evaluated the fairness of the Settlement based on the record before it.
21 *See Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008).

22 13. The terms and provisions of the Settlement Agreement are the product of
23 lengthy, hard-fought, arms-length negotiations conducted in good faith at various, critical
24 stages of the litigation since 2013, and with the assistance of experienced mediators: Martin
25 Quinn, Esq., the Honorable Carl West (Ret.), the Honorable Layn Phillips (Ret.), Scott S.
26 Markus, Esq., the Honorable James Reilly, and the Honorable Brad Seligman. *See Wershba*,
27 91 Cal. App. 4th at 245 (affirming approval of settlement as fair and reasonable, and noting:
28 “The settlement was the product of extensive and hard-fought adversarial negotiations between

1 the parties. Two well-respected retired judges served as neutral mediators during critical stages
2 of the negotiations. The parties engaged in discovery for a number of months both before and
3 during the settlement negotiations.”). Approval of the Settlement Agreement will result in
4 substantial savings of time, money and effort to the Court and the Parties, and will further the
5 interests of justice.

6 14. All Class Members who have not timely and validly opted out are Class
7 Members who are bound by this Final Approval Order and Judgment and by the terms of the
8 Settlement Agreement.

9 15. Nothing in the Settlement Agreement, this Final Approval Order and Judgment,
10 or the fact of the settlement constitutes any admission by any of the Parties of any liability,
11 wrongdoing or violation of law, damages or lack thereof, or of the validity or invalidity of any
12 claim or defense asserted in the action.

13 16. The Court has considered the submissions by Class Counsel and all other
14 relevant factors, including the result achieved and the efforts of Class Counsel and the other
15 Plaintiffs’ Counsel in prosecuting the claims on behalf of the Class. The efforts of Class
16 Counsel and the other Plaintiffs’ Counsel have produced the Settlement Agreement entered
17 into in good faith, and which provides a fair, reasonable, adequate, and certain result for the
18 Settlement Class. Class Counsel have made application for an award of attorneys’ fees and
19 reimbursement of expenses in connection with the prosecution of the action on behalf of
20 themselves and the other Plaintiffs’ Counsel. Class Counsel have requested a fee award of
21 33% of the Settlement Fund. This amount is fair, reasonable, and adequate under the common
22 fund doctrine, the range of awards ordered in this State, the excellent results obtained, the
23 substantial risk borne by Class Counsel and the other Plaintiffs’ Counsel in litigating this
24 matter, the degree of skill and quality of work performed, the financial burden imposed by the
25 contingency basis of Class Counsel’s and the other Plaintiffs’ Counsel’s representation of
26 Plaintiffs and the Class, and the additional work required of Class Counsel and the other
27 Plaintiffs’ Counsel to bring this Settlement to conclusion. *Laffitte v. Robert Half Intern. Inc.*, 1
28 Cal. 5th 480, 504 (2016) (affirming award of 33% of the gross settlement fund and holding

1 that the trial court was permitted to “us[e] a percentage method for its primary calculation of
2 the fee award”); *Amaro v. Anaheim Arena Management, LLC*, 69 Cal. App. 5th 521, 545
3 (2021) (“[F]ee awards in class actions average around one-third of the recovery”) (quoting
4 *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008)). The Court finds the fee award is
5 further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Plaintiffs’
6 Counsel are reasonable, and that the hours expended were reasonable. Accordingly, the Court
7 hereby awards \$23,377,138.46 as attorneys’ fees to be paid from the Settlement Fund in
8 accordance with the terms of the Settlement Agreement. Class Counsel shall be responsible for
9 distributing and allocating the attorneys’ fees and expenses award to Plaintiffs’ Counsel in
10 their sole discretion.

11 17. Class Counsel have also made application for an award of litigation expenses in
12 connection with the prosecution of the action on behalf of themselves and the other Plaintiffs’
13 Counsel. Finding that such expenses were reasonably and necessarily incurred in prosecuting
14 the action on behalf of the Class, the Court finally approves Class Counsel’s request for
15 litigation expenses in the amount of \$782,417.94, which is to be paid from the Settlement
16 Fund in accordance with the terms of the Settlement Agreement. *See In re Immune Response*
17 *Sec. Litig.*, 497 F. Supp. 2d 1166, 1177–78 (S.D. Cal. 2007) (approving as reasonable,
18 necessary and the following types of expenses charged to fee paying clients: travel and meals,
19 photocopies, postage, filing fees, online legal research, and messenger services).

20 18. Further, the Court approves service awards of \$10,000 each for Plaintiffs
21 Kathleen Sonner, Patricia Bland, Edward White, Susan Caiazzo, Annette Ravinsky, Donna
22 Lux, Sandra Dent, Marilyn Spencer, Mary Trudeau, and Beverly Avery. The Class
23 Representatives participated and provided material support over the course of this lengthy
24 litigation, including responding to discovery requests, reviewing documents and pleadings,
25 preparing for and testifying at their depositions, acting to protect the Class, and assisting their
26 counsel. *See Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1395 (2010)
27 (approving \$10,000 incentive awards to each class representative). These service awards,
28

1 which are fair, reasonable, and justified, are to be paid in accordance with the terms of the
2 Settlement Agreement.

3 19. The Court has considered all relevant factors and pursuant to CCP § 384 hereby
4 approves the Rheumatology Research Foundation as the designated *cy pres* recipient of any
5 unpaid cash residue and unclaimed or abandoned monies (if any) remaining after the
6 negotiation period of the Cash Payments in accordance with the Settlement Agreement. *In re*
7 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723–24 (2006). Such remaining monies shall be
8 distributed, to the fullest extent possible, to the designated *cy pres* recipient in a manner to
9 further the purposes of the underlying Action—promoting scientific research in the field of
10 osteoarthritis and musculoskeletal disease.

11 20. Judgment is hereby entered on the Settlement, fully and finally resolving this
12 action and all Released Claims against each and all Released Parties, with prejudice and
13 without costs to any of the Parties as against the others. All Releasing Parties are bound by this
14 Final Approval Order and are forever enjoined from prosecuting in any forum any Released
15 Claims against any of the Released Parties.

16 21. Without affecting the finality of this Order and Judgment, the Court retains
17 jurisdiction over the implementation, administration, and enforcement of the Settlement
18 Agreement, this Order, and all matters ancillary thereto, pursuant to California Rule of Court
19 3.769(h).

20 22. The Court finds that there is no just reason for delay in entering this Final
21 Approval Order and Judgment. Having met all applicable requirements of California Rule of
22 Court 3.769, pursuant to California Rule of Court 3.769(h), the Clerk is directed to enter
23 Judgment forthwith in the above-captioned matters.

24 23. The Parties and the Settlement Administrator are hereby directed and
25 authorized to implement and consummate the Settlement according to the terms and provisions
26 of the Settlement Agreement. In addition, the Parties, without further approval of the Court,
27 are authorized to agree to and adopt such amendments and modifications to the Settlement
28

1 Agreement so long as they are: (i) consistent in all material respects with this Final Approval
2 Order and Judgment; and (ii) do not limit the rights of the Class.

3 24. In the event the Effective Date does not occur, this Final Approval Order and
4 Judgment and all orders entered in connection herewith shall be rendered null and void and
5 shall be vacated. In such event, as provided in the Settlement Agreement, the Parties shall be
6 restored to their respective positions in the Action, all of the Parties' respective pre-settlement
7 claims and defenses will be preserved, and the terms and provisions of the Settlement
8 Agreement shall have no further force and effect with respect to the Parties and shall not be
9 used in the Action or in any other proceeding for any purpose.

10 25. Ten percent of the attorneys' fee award must be kept in the administrator's trust
11 fund until the completion of the distribution process and court approval of a final accounting.
12 Unclaimed funds should not be distributed to the designated *cy pres* recipient until the court
13 approves the accounting. Plaintiffs must file a report and declaration regarding distributions
14 and accounting at least 5 court days before the final compliance hearing. Appearances may not
15 be required if the report and declaration establish that the distributions are complete.

16 26. A status conference is set for ~~01~~ 02 , 2026. Plaintiffs must file a
17 status report identifying the final distribution amounts at least 5 court days before the
18 conference. In the report, the parties should also propose a date for a final compliance hearing
19 regarding distributions and accounting.

20 **IT IS SO ORDERED.**

21
22 Dated: 05/26/2026

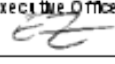
By: 
HON. MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT
Michael Markman / Judge

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EXHIBIT A

Valid Requests for Exclusion

1. Graciela Gonzalez Rivas
2. Paul Berguia
3. Angelina Bourandas
4. Corissa Byroads
5. Jose Rodriguez
6. Renee Bonds
7. Luz Becerra
8. Maria Uriarte
9. Jesus Cruz
10. Michael Hurrell
11. Rachel Renfro
12. Linda Rozman
13. Celine Lu
14. Khin Lwin
15. Nathaniel L. Edmonds
16. Dolores Cuneo
17. Donovan Primmii
18. Evelyn Fullmore
19. Orlando Laquian
20. Ebelia Ruiz

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/28/2026
PLAINTIFF/PETITIONER: Kathleen Sonner	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Premier Nutrition Company, LLC	E. Zhong
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG20072126

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Chad Drown
FAEGRE DRINKER BIDDLE & REATH LLP
chad.drown@faegredrinker.com

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Katlyn Michelle Moseley
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katlyn.moseley@faegredrinker.com

Timothy Gordon Blood
Blood Hurst & O'Reardon LLP
tblood@bholaw.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 05/28/2026

By:



E. Zhong, Deputy Clerk