

Superior Court of California, County of Alameda

*Bland v. Premier Nutrition Corporation*

Case No. RG19002714

# Class Action Notice

***Authorized by the California Superior Court***

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**Did you  
purchase Joint  
Juice®  
glucosamine  
supplements?**

**There is a \$70.84  
million  
settlement of  
multiple class  
action lawsuits.**

**You may be  
entitled to  
money.**

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

**Read this notice.**

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Important things to know:

- If you take no action, you will still be bound by the Settlement, and your rights will be affected.

You can learn more at: [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com)

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# About This Notice

## 1. Why did I get this Notice?

This Notice tells you about the Settlement of a class action lawsuits, *Bland v. Premier Nutrition Corporation* and *Sonner v. Premier Nutrition Company, LLC*, brought on behalf of people who purchased Joint Juice® glucosamine supplements in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, or Pennsylvania. **You received this Notice because you may be a member of the group of people affected, called the “Class.”** This Notice gives you a summary of the terms of the proposed Settlement Agreement, explains what rights Class Members have, and helps Class Members make informed decisions about what action to take. Visit <https://www.JointJuiceSettlement.com> and click “Multi-State Settlement” for information on this Multi-State Settlement.

A separate settlement applies to the related class action lawsuit for people who purchased Joint Juice® in New York. If you purchased Joint Juice® glucosamine supplements only in New York this Notice does not apply to you. Visit <https://www.JointJuiceSettlement.com/> and click “New York Settlement” for more information on the New York settlement.

## 2. What do I do next?

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

Options	More information about each option
<b>Submit a Claim Form</b>	Unless you're a <b>Direct Payment Class Member</b> , you must submit a Claim to receive payment. <i>(See Question 12 below for more details.)</i>
<b>Do Nothing</b>	If you're a <b>Claim-In Class Member</b> , you must submit a Claim Form to receive anything. But, if you're a <b>Direct Payment Class Member</b> , you'll automatically receive a Cash Payment. <i>(See Question 12 below for more details.)</i>
<b>Opt Out</b>	Get no payment. This is the only option that allows you to bring another lawsuit against Premier Nutrition about the same issues.
<b>Object</b>	Tell the Court why you don't like the Settlement.

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

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

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

Settlement approval hearing: **May 5, 2026**

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

## Learning About the Lawsuits

### 4. What are these lawsuits about?

The lawsuits claim that Premier Nutrition Company, LLC ("Premier Nutrition") falsely advertised the joint health benefits of its Joint Juice® glucosamine supplements.

Premier Nutrition denies that it did anything wrong.

#### Where can I learn more?

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

### 5. Why is there a settlement in these lawsuits?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuits. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the customers who brought the cases and all members of the "Class," which includes customers who purchased Joint Juice® during certain time periods between March 1, 2009, and December 31, 2022, in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, or Pennsylvania. The Court has not decided this case in favor of either side.

#### What is a class action settlement?

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

## 6. What happens next in these lawsuits?

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

**Where:** René C. Davidson Courthouse, Department 1, 1225 Fallon Street, Oakland, CA 94612.

**When:** 10:00 AM on May 5, 2026.

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

You don't have to appear at the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the Settlement. If you want to appear, or if you want your own lawyer to speak for you in this lawsuit, you must send a letter saying that it is your "Notice of Intention to Appear in *Bland v. Premier Nutrition Corporation*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked by April 6, 2026, and be sent to the Clerk of Court at the following address: Clerk of Court, René C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612.

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

## Learning About the Settlement

## 7. What does the Settlement provide?

The Settlement pays money to customers who purchased Joint Juice® during certain time periods between March 1, 2009, and December 31,

2022, in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, or Pennsylvania.

Premier Nutrition has agreed to pay \$70,839,813.53 into a Settlement Fund. The total amount of money will be used for payments to Class Members, and to pay Court-approved administration and distribution costs, lawyers' fees and costs, and service awards to the Class Representatives.

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

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

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

You may be a member of the Class and entitled to money if you purchased any Joint Juice® product in any of the following states and during the following time periods:

- **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.

## 9. How much will my payment be?

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

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

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

You can receive a Cash Payment for up to six (6) Joint Juice® Units without submitting any receipts. Just file a Claim Form and identify the product(s) you purchased.

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

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

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

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

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

### **Estimated Payment Amounts**

Your payment will be based on the Joint Juice® product you purchased, as follows:

Joint Juice® Product	Estimated Payments
Ready to Drink (8 oz. bottles, 6-pack)	\$10 per Unit
Drops (small squeeze bottle of liquid concentrate)	
Extra Strength Ready to Drink (8 oz. bottles, 6-pack)	
On The Go! (Powder Mix Stick Packets, 7-pack)	
Ready to Drink (8 oz. bottles, 30-pack)	\$25 per Unit
Easy Shot (large, 1-liter bottle)	
Extra Strength Easy Shot (large, 1-liter bottle)	
Extra Strength Ready to Drink (8 oz. bottles, 24-pack)	

On The Go! (Powder Mix Stick Packets, 30-pack)

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

## Deciding What to Do

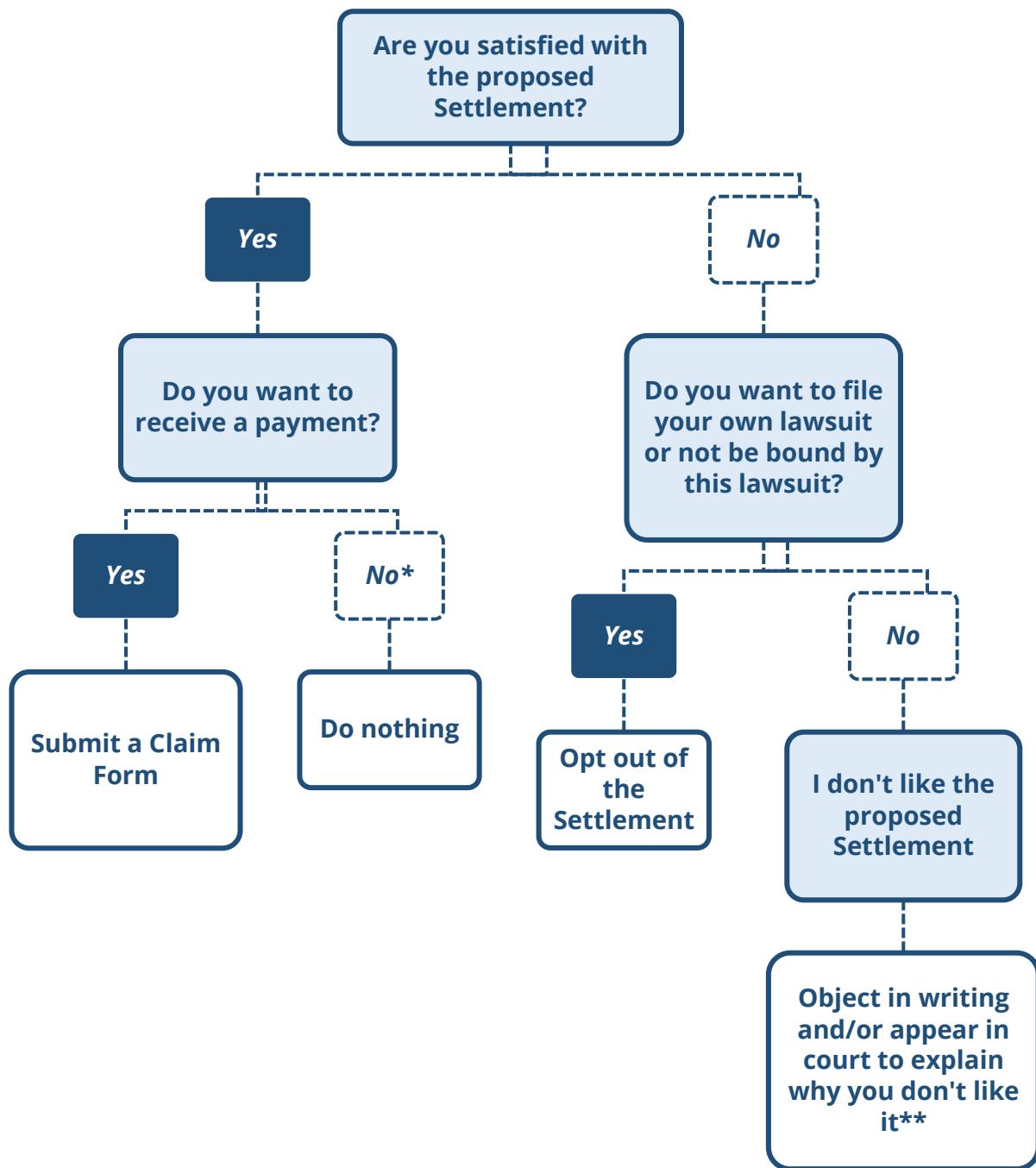
### 10. How do I weigh my options?

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

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

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

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



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

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

# Submitting a Claim

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

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

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

You do **not** need to submit a Claim Form. You'll automatically receive a payment (called a "Direct Payment Award") based on retailer records showing your Joint Juice® purchases in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, or Pennsylvania during the time periods at issue.

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

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

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

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

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

Filing a Claim Form is quick and easy. No receipts are needed for up to six (6) Units, but you can submit receipts to claim more. Depending on the product, you'll receive \$10 or \$25 per Unit (see Question 9 for details).

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

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

### **Claim Form Deadline:**

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

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

The Court will hold a hearing on May 5, 2026 at 10:00 AM (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Cash Payment until any appeals are resolved. Please be patient.

## 14. Do I have a lawyer in these lawsuits?

In a class action, the Court appoints Class Representatives and lawyers to work on the case and represent the interests of all the Class Members. For this Settlement, the Court has appointed the following individuals and lawyers as "Class Counsel."

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

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

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

Lawyers' fees and costs will be paid from the \$70,839,813.53 Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the cases. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to 33% of the Settlement Fund (\$23,377,138.46) in attorneys' fees plus the reimbursement of out-of-pocket expenses (approximately \$825,000).

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the Settlement terms are fair.

Your lawyers will also ask the Court to approve a service award payment of \$10,000 to each of the ten Class Representatives for the time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

## Opting Out

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

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

### 17. How do I opt out?

To opt out of the Settlement (sometimes called "excluding" yourself), you must send a written "Request for Exclusion" by mail or submit one online. Your request must clearly state that you want to be excluded from the Settlement in *Bland v. Premier Nutrition Corporation*, Case No. RG19002714. You must mail it by April 6, 2026 to the Settlement Administrator at:

Joint Juice Multi-State Settlement  
c/o JND Legal Administration  
P.O. Box 91440  
Seattle, WA 98111

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

# Objecting

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

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

To object, you must send a letter to the Settlement Administrator that:

- (1) is sent and postmarked no later than April 6, 2026;
- (2) includes the case name and number (*Bland v. Premier Nutrition Corporation*, Case No. RG19002714);
- (3) includes your full name, address and telephone number, and email address (if you have one), and if you're represented by counsel, the name, address, email address, and telephone of your counsel;
- (4) states under oath that you are a Class Member;
- (5) states whether you intend to appear the Final Approval Hearing, either in person or through counsel;
- (6) states all your objections and the specific grounds supporting your objections;
- (7) states whether your objection applies only to you, to a specific subset of the Class, or to the entire Class;
- (8) contains any papers, briefs, or other documents upon which your objection is based;
- (9) states the case name, case number, and court for any prior class action lawsuit in which you and your counsel (if applicable) has objected to a proposed class action settlement; and
- (10) contains your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation "/s" or something similar is not sufficient).

**Your objection must be sent to the Settlement Administrator (address below) *and* postmarked no later than April 6, 2026.**

Mail your objection to:

Joint Juice Multi-State Settlement  
C/O JND Legal Administration  
P.O. Box 91440  
Seattle, WA 98111

## Doing Nothing

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

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

However, you will still be bound by the Settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Premier Nutrition Company, LLC about the issues in the cases. A full description of the claims and those who will be released if this Settlement is approved can be found in Sections II.A.45 to II.A.48 and Section II.I. of the Settlement Agreement at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com). The full Release is also in Appendix A to this notice.

## Key Resources

### 20. How do I get more information?

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

- contact your lawyer (information below)
- visit the case website at [www.JointJuiceSettlement.com](http://www.JointJuiceSettlement.com) or call 1-888-921-0720
- access the Court’s eCourt Public Portal online or by visiting the Records Management Unit of the Court (address in Question 21 below).

Resource	Contact Information
<b>Case website</b>	www.JointJuiceSettlement.com
<b>Case hotline</b>	1-888-921-0720
<b>Settlement Administrator</b>	Joint Juice Multi-State Settlement c/o JND Legal Administration P.O. Box 91440 Seattle, WA 98111
<b>Your Lawyers ("Class Counsel")</b>	Blood Hurst & O'Reardon, LLP Timothy G. Blood Thomas J. O'Reardon II info@bholaw.com 501 West Broadway, Suite 1490 San Diego, CA 92101
<b>Court (DO NOT CONTACT)</b>	Superior Court of the State of California, County of Alameda René C. Davidson Courthouse 1225 Fallon Street Oakland, CA 94612

## 21. How Do I Access the Court's Online eCourt Public Portal?

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Searches" tab at the top of the page, then select the "Document Downloads" link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. The case number for *Bland* is RG19002714. The case number for *Sonner* is RG20072126.

You may also view images of every document filed in these cases free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also view images of case documents by visiting the Clerk's Office located at Records Management Unit at the George E. McDonald Hall of Justice, 2233 Shore Line Drive, Alameda, CA 94501, open 8:30 a.m. to 3:00 p.m., Monday through Friday, excluding Court holidays.

# **APPENDIX A**

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

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

1                   41. “Preliminary Approval Order” means the order to be entered by the  
2 Court preliminarily approving the Settlement Agreement, setting the date for the Final  
3 Approval Hearing, approving the Class Notice Program and Class Notice, and setting the Opt-  
4 Out Date, Objection Date, and Notice Date, the proposed form of which is attached as Exhibit  
5 A.

6                   42. “Proof of Purchase” means a receipt, invoice, or retailer record  
7 demonstrating that the Class Member who submits the Claim purchased Joint Juice during the  
8 applicable Class Period and in one of the covered states, and that includes sufficient  
9 transaction details—such as product description, date, and price paid—to reasonably verify the  
10 amount spent on Joint Juice at retail.

11                  43. “Publication Notice” means distribution of the Class Notice as described  
12 in Section II.F.3.b, including through the Internet Banner Advertisements, print publications  
13 and the Press Release.

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

16                  45. “Release” means the release and waiver set forth in Section II.I of this  
17 Settlement Agreement and in the Final Approval Order.

18                  46. “Released Claims” means, with the exception of claims for personal  
19 injury, any and all manner of claims regardless of the cause of action arising from or relating  
20 to the conduct that was alleged or could have been alleged in the Action and that are based on  
21 any or all of the same factual predicate of those claims in the Action, specifically that Joint  
22 Juice was misleadingly marketed, promoted or sold, specifically including all elements of the  
23 labelling packaging, advertisements, promotions and marketing of Joint Juice, including the  
24 language, presence, or absence of any disclaimers. Class Members are releasing claims based  
25 only on any or all of the same factual predicate set forth in the operative complaint filed in the  
26 Action.

27                  47. “Released Parties” or “Released Party” means Defendant, and all of its  
28 past, present and future, direct or indirect corporate parents (including holding companies),

1       subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2  
2       promulgated pursuant to the Securities Exchange Act of 1934), predecessor and successors,  
3       and all of their respective franchisees, officers, directors, managing directors, employees,  
4       agents, contractors, independent contractors, suppliers, distributors, attorneys, legal or other  
5       representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates,  
6       executors, administrators, insurers, and assigns.

7               48.       “Releasing Parties” or “Releasing Party” means Plaintiffs and each  
8       Class Member who does not timely submit a valid Request for Exclusion.

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

14               50.       “Retail Purchase Records” means records maintained by Premier or by  
15       retailers of Joint Juice from which the identities and/or purchase histories of Class Members  
16       can be determined, in whole or in part, which records will be provided to the Settlement  
17       Administrator to provide Direct Notice and determine Cash Payments.

18               51.       “Settlement” means the resolution of the Action in accordance with the  
19       terms and provisions of this Settlement Agreement.

20               52.       “Settlement Administrator” means the entity retained by the Parties and  
21       approved by the Court to design, consult on, and implement the Class Notice Program,  
22       administer the Distribution Process, and perform overall administrative functions. Subject to  
23       Court approval, JND Legal Administration (“JND”) shall serve as Settlement Administrator.

24               53.       “Settlement Agreement” means this executed Stipulation of Settlement,  
25       including all exhibits attached to this Stipulation of Settlement.

26               54.       “Settlement Amount” means \$70,839,813.53.

27               55.       “Settlement Fund” means the Settlement Amount plus interest earned in  
28       the QSF.

1        opted-out by any other person, and no Class Member shall be deemed opted-out of the Class  
2        through any purported “mass” or “class” opt-outs.

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

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

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

## 17                I.        Releases

18                1. Upon the Effective Date, each and every Releasing Party shall by order  
19        of this Court be deemed to have released, waived, forfeited and shall be permanently barred  
20        and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any  
21        Released Party in any court or any forum.

22                2. In addition, with respect to the Released Claims, Plaintiffs specifically  
23        acknowledge and affirmatively waive any rights or benefits available to them under California  
24        Civil Code section 1542. California Civil Code section 1542 provides:

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

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

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

12                   **J. Attorneys' Fees and Expenses and Class Representative Service Awards**

13                   1. Class Counsel may make an application for: (a) an award of attorneys'  
14 fees in an amount not to exceed 33% of the Settlement Amount; (b) reimbursement of out-of-  
15 pocket expenses reasonably incurred in the prosecution of the Action; and (c) any interest  
16 earned on such attorneys' fees and expenses at the same net rate and over the same time period  
17 as interest earned by the Settlement Fund, beginning from the date the Settlement Amount is  
18 deposited into the Settlement Fund and continuing until the date such fees and expenses are  
19 disbursed from the Settlement Fund. The application for an award of Attorneys' Fees and  
20 Expenses will be made by Class Counsel on behalf of themselves and Plaintiffs' Counsel.  
21 Class Counsel shall be responsible for allocating and distributing the Attorneys' Fees and  
22 Expenses award to Plaintiffs' Counsel.

23                   2. Class Counsel shall file the application for an award of attorneys' fees,  
24 expenses, and service awards at least forty (40) days before the Objection Date.

25                   3. Class Counsel will petition the Court for a service award of \$10,000 for  
26 each Class Representative in recognition of their service to the Class, including their efforts on  
27 behalf of the Class, their time and participation in discovery, and their role in achieving the  
28 Settlement. Any Court-approved Class Representative Service Awards are in addition to the