

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

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

Plaintiff,

v.

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

Defendant.

Case No. 3:16-CV-06980 RS

~~(PROPOSED)~~ PRELIMINARY APPROVAL
ORDER

CLASS ACTION

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

Complaint Filed: December 5, 2016

1 WHEREAS, Plaintiff Mary Beth Montero, on behalf of herself and others similarly situated,
 2 and Defendant Premier Nutrition Company, LLC have entered into a Settlement Agreement
 3 resolving the Action,¹ subject to Court approval;

4 WHEREAS, the Action was settled as a result of arm's-length negotiations by counsel
 5 experienced in similar litigation after discovery, trial and appeals, and with the assistance and
 6 oversight of experienced mediators;

7 WHEREAS, the Court has jurisdiction over the action and each of the Parties for purposes
 8 of settlement and asserts jurisdiction over the Class Members for purposes of effectuating this
 9 Settlement and releasing their claims; and

10 WHEREAS, the Parties have made an application for an order preliminarily approving the
 11 settlement of this Action, and approving the form and method of notice upon the terms and
 12 conditions set forth in the Settlement Agreement filed with this Court on October 20, 2025, together
 13 with all exhibits thereto, and the Court having considered the Settlement Agreement, together with
 14 all exhibits thereto and records in this case, and the arguments of counsel at a hearing held on
 15 December 4, 2025.

16 THEREFORE, for good cause appearing, it is hereby ordered as follows:

17 **I. THE SETTLEMENT AGREEMENT IS PRELIMINARILY APPROVED, AND THE**
 18 **FINAL APPROVAL HEARING IS SET; PROVISIONS FOR EXCLUSION AND**
 19 **OBJECTIONS**

20 1. The Court, having read and considered the Settlement Agreement and having heard
 21 the Parties, hereby concludes that it will likely be able to approve the Settlement under Rule 23(e)(2).
 22 The Court hereby preliminarily approves the Settlement Agreement and the terms and conditions of
 23 settlement set forth in the Settlement Agreement as fair, reasonable and adequate and in the best
 24 interests of the Class. The Court further finds that, subject to the Final Approval Hearing, the
 25 Settlement Agreement substantially fulfills the purposes and objectives of the class action, and
 26 provides substantial relief to the Class without the risks, burdens, costs, or delay associated with

27 _____
 28 ¹ Capitalized terms herein have the same meaning as ascribed to such terms by the Settlement Agreement unless otherwise indicated.

continued litigation, trial, and appeal. The Court also finds that the Class Representative and Class Counsel have adequately represented the Class and that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) provides adequate relief for Class Members, taking into account the costs, risks, and delay of continued litigation and appeal, the highly effective methods the Settlement provides for processing claims and distributing relief, and the terms of the proposed award of attorney's fees; (c) treats Class Members equitably relative to each other; (d) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act, 28 U.S.C. § 1715, the United States Constitution, and the United States District Court for the Northern District of California's Procedural Guidance for Class Action Settlements; and (e) is not a finding or admission of liability by Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law. The terms of the Settlement Agreement are sufficiently within the range of reasonableness to warrant notice to the Class and are subject to further consideration thereof at the Final Approval Hearing.

2. The Court will hold a Final Approval Hearing on **April 30, 2026**, at **1:30 p.m.**, in Courtroom 3, 17th Floor at the United States District Court, Northern District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102, to consider: (a) whether the proposed settlement of the Action on the terms set forth in the Settlement Agreement should be approved as fair, just, reasonable, adequate and in the best interests of the Class; (b) the Release of the Released Claims as set forth in the Settlement Agreement; (c) whether the Court should enter the [Proposed] Final Approval Order; and (d) ruling upon such other matters as the Court may deem just and appropriate.

3. The Final Approval Hearing may, without further notice to the Class Members (except those who have filed timely and valid objections), be continued or adjourned by order of the Court.

4. The Parties may further modify the Settlement Agreement prior to the Final Approval Hearing so long as such modification does not materially change the terms of the Settlement provided thereunder. The Court may approve the Settlement Agreement with such modifications as

1 may be agreed to by the Parties, if appropriate, without further notice to the Class Members.

2 5. Objections by any Class Member to the fairness, reasonableness, or adequacy of the
3 Settlement Agreement, including attorney fees and expenses and a service award to Ms. Montera,
4 or to the Final Approval Order being entered dismissing the Action with prejudice, shall be heard,
5 and any papers submitted in support of said objection shall be considered by the Court at the Final
6 Approval Hearing only if on or before sixty (60) days after the Notice Date, such objector files with
7 the clerk of this Court a written objection consistent with the terms of the Settlement Agreement
8 and the Long Form Notice. Objections must be filed by mailing or submitting the objection to:

9 Clerk
10 United States District Court,
11 Northern District of California
12 450 Golden Gate Avenue
13 San Francisco, CA 94201-3489

14 6. To be considered by the Court, the written objection must include: (a) a heading
15 which refers to the Action; (b) the objector's full name, address, telephone number and email address
16 (if any), and, if represented by counsel, the name, address, email address, and telephone number of
17 his/her counsel; (c) a statement under oath that the objector is a Class Member; (d) a statement
18 whether the objector intends to appear at the Final Approval Hearing, either in person or through
19 counsel; (e) a statement of the objection and the specific grounds supporting the objection; (f) a
20 statement whether the objection applies only to the objector, to a specific subset of the class, or to
21 the entire class; (g) copies of any papers, briefs, or other documents upon which the objection is
22 based; (h) identification of the case name, case number, and court for any prior class action lawsuit
23 in which the objector and the objector's attorney (if applicable) has objected to a proposed class
24 action settlement; and (i) the objector's handwritten, dated signature (the signature of objector's
25 counsel, an electronic signature, and the annotation "/s" or similar annotation will not suffice).
26 Absent good cause shown and found by the Court, objections will not be considered that are not
27 timely or otherwise compliant with the terms herein.

28 7. Absent good cause shown and found by the Court, Class Members who fail to file
and serve timely written objections in compliance with the requirements of the foregoing paragraph

and the Settlement Agreement shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be foreclosed from objecting to any of the following: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether the Final Approval Order dismissing the Action with prejudice should be entered; (c) whether to approve payment of the Attorneys' Fees and Costs requested by Class Counsel; and (d) whether to approve payment of Service Awards to the Class Representatives as requested by Class Counsel.

8. Objections must be filed with the clerk of this Court on or before sixty (60) days after the Notice Date. A Class Member need not appear at the Final Approval Hearing for his or her objection to be considered. However, any Class Member may enter an appearance in the Action at his or her own expense, individually or through counsel. Notices of Appearance must be filed with the clerk of this Court on or before sixty (60) days after the Notice Date. All Class Members who do not enter an appearance will be represented by Class Counsel.

9. Any Class Member who wishes to opt out of the Class must mail a written Request for Exclusion to the Settlement Administrator, postmarked or delivered no later than on or before sixty (60) days after the Notice Date. The written request should state that the person is a Class Member, wants to be excluded from the Class and does not wish to participate in the Settlement, must be personally signed by the Class Member, and otherwise comply with the requirements for exclusion as set forth in the Long Form Notice. A Request for Exclusion may also be submitted at the Settlement Website no later than on or before sixty (60) days after the Notice Date. Any Class Member who does not submit a valid and timely Request for Exclusion will be bound by the judgment and orders in this Action.

10. No later than forty (40) days before the Objection Date, Class Counsel shall file the application for an award of attorney fees, expenses and service awards.

11. No later than forty (40) days before the Final Approval Hearing, the Parties shall file

their opening papers in support of their motion for final approval of the settlement. No later than seven (7) days before the Final Approval Hearing, the Parties shall file their reply papers as needed, including as needed to respond to objections. The reply papers shall be served upon any objector who has complied with the provisions of Paragraphs 5-8 of this Order.

II. ESTABLISHING THE SETTLEMENT FUND

12. The Court approves the establishment of a Settlement Fund (the “Settlement Fund”) to be administered by the Settlement Administrator pursuant to the terms of the Settlement Agreement. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deposit \$2 million into an interest-bearing escrow account established by the Settlement Administrator to create the Qualified Settlement Fund (“QSF”). Defendant will pay the remaining balance of the Settlement Amount into the QSF within fourteen (14) calendar days after the Effective Date. The Settlement Fund (which is the Settlement Amount plus interest earned in the QSF) shall be used to pay all amounts specified in the Settlement Agreement, including (a) cash payments to eligible Class Members; (b) the full and complete cost of settlement notice and claims administration; (c) Court-approved attorneys’ fees and costs; (d) Court-approved service award to the Class Representative; and (e) all applicable taxes, if any, assessed on the Settlement Funds or any portion thereof.

13. The Court approves the establishment of the Settlement Fund as a Qualified Settlement Fund (“QSF”) pursuant to Section 468B of the Internal Revenue Code and Treasury Regulation § 1.468B-1, and retains continuing jurisdiction over the Settlement Fund as required by Treasury Regulation § 1.468B-1(c).

14. The Settlement Administrator is authorized and directed to act as the “administrator” of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3), and shall be responsible for all tax-related duties of the QSF, including, without limitation, filing tax returns and paying any taxes owed by the QSF.

15. The Court finds that the Settlement Fund is established pursuant to an order of this Court and is subject to the continuing jurisdiction of this Court, within the meaning of Treasury Regulation § 1.468B-1(c)(1). The Court further retains jurisdiction over the Settlement Fund and

1 the Settlement Administrator for all purposes related to the administration, taxation, and distribution
2 of the Settlement Fund.

3 **III. THE COURT APPROVES THE FORM AND METHOD OF CLASS NOTICE**

4 16. Having considered the notices attached as exhibits to the Settlement Agreement, and
5 the Class Notice Program as set forth in the Settlement Agreement, the Court approves the forms
6 and contents of the Class Notice and the Class Notice Program.

7 17. The Court appoints JND Legal Administration as Settlement Administrator. The
8 Settlement Administrator shall disseminate the Class Notice and supervise and carry out the Class
9 Notice Program, the Claim Process, and other administrative functions.

10 18. Within sixty (60) days of this Order, the Settlement Administrator is ordered to
11 disseminate the Class Notice pursuant to the Settlement Agreement and Class Notice Program.

12 19. Defendant shall make reasonable efforts to provide any Class Member contact and
13 purchase information in its possession, custody, or control, if any, to the Settlement Administrator
14 within fourteen (14) days of this Order.

15 20. The Court is aware that Class Counsel has served subpoenas on Costco Walmart Inc.,
16 Sam's Club and Amazon.com, Inc. (the "Subpoenaed Retailers"), for the names, email addresses,
17 mailing addresses, telephone numbers and Joint Juice purchase information of their Class Member
18 customers who purchased Joint Juice at any time during the Class Period. This information will be
19 used by the Settlement Administrator for the sole purpose of providing Class Notice to such Class
20 Members and calculating Direct Payment Awards.

21 21. To make sure the settlement process moves expeditiously and Class Notice is
22 provided sufficiently in advance of the Final Approval Hearing and the deadlines set forth in this
23 Order, the Court orders the Subpoenaed Retailers to provide any of the subpoenaed information
24 within fourteen (14) days of this Order.

25 22. The Court finds that the notice to the Class Members regarding settlement of this
26 Action, including the content of the notices and method of dissemination to the Class Members in
27 accordance with the terms of Settlement Agreement, constitute the best notice practicable under the
28 circumstances, and constitute valid, due and sufficient notice to all Class Members, complying fully

with due process requirements, the requirements of Fed. R. Civ. P. 23(c) and (e), and the United States District Court for the Northern District of California's Procedural Guidance for Class Action Settlements. The Court further finds that the Class Notice and Class Notice Program is reasonably calculated to, under all circumstances, reasonably apprise members of the Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Class.

23. The costs of the Settlement Administrator, including disseminating the Class Notice and otherwise implementing the Class Notice Program and administering the Claims Process in accordance with the Settlement Agreement shall be paid from the Settlement Fund.

24. No later than seven (7) days before the Final Approval Hearing, a list of those persons who have excluded themselves from this proposed Settlement shall be filed with this Court.

VII. OTHER PROVISIONS

25. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement.

26. The deadlines set forth in this Order, including, but not limited to, adjourning the Final Approval Hearing, may be extended by Order of the Court, for good cause shown, without further notice to the Class Members – except that notice of any such extensions shall be included on the Settlement Website www.JointJuiceSettlement.com.

27. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement Agreement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Class Notice or to any other exhibits that the parties jointly agree are reasonable or necessary.

28. Any Class Member who does not submit a timely and valid Claim Form: (a) shall be forever barred from receiving any monetary payment under the Settlement (except, as applicable, any Direct Payment Awards to Identified Class Members); and (b) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Final Approval Order, if applicable, and

1 the Releases provided for therein, whether favorable or unfavorable to the Class Member.

2 29. If the Settlement Agreement is terminated pursuant to the provisions of the
3 Settlement Agreement or for any reason whatsoever the approval of it does not become Final, then
4 the Settlement shall be null and void from its inception, and the Parties will be restored to their
5 respective positions in the Action as of the day prior to the date of the Preliminary Approval Order.
6 In such event, the Parties shall move the Court to vacate, and the Court will vacate, any and all
7 orders entered by the Court pursuant to the provisions of the Settlement Agreement. Further, in such
8 event, the terms and provisions of the Settlement Agreement will have no further force and effect
9 with respect to the Settling Parties and will not be used in the Action, or in any other proceeding for
10 any purpose, shall not be deemed or construed to be an admission or confession by the Parties of
11 any fact, matter, or proposition of law, and any judgment or order entered by the Court in accordance
12 with the terms of the Settlement Agreement will be treated as vacated, *nunc pro tunc*.

13 30. This Court shall maintain continuing jurisdiction over these settlement proceedings
14 to assure the effectuation thereof for the benefit of the Class.

15
16 **IT IS SO ORDERED.**

17
18 Dated: December 5, 2025

19 By: 
HONORABLE RICHARD STEBORG
CHIEF UNITED STATES DISTRICT JUDGE