SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Patricia Bland Plaintiff/Petitioner(s) vs. Premier Nutrition Corporation et al Defendant/Respondent (s)	No. RG19002714 Date: 01/08/2026 Time: 4:53 PM Dept: 23 Judge: Michael Markman ORDER re: Ruling on Submitted Matter filed by Kathleen Sonner (Plaintiff); Patricia Bland (Plaintiff) on 11/13/2025

The Court, having taken the matter under submission on 12/09/2025, now rules as follows:
BACKGROUND

This is one of several false advertising class actions involving substantially the same subject matter. Plaintiff Patricia Bland filed a class action complaint in this case on January 15, 2019, alleging that defendant Premier Nutrition Corporation falsely advertised its “Joint Juice” line of joint health dietary supplements. Plaintiff asserts causes of action under California’s Unfair Competition Law and Consumer Legal Remedies Act, as well as a cause of action for unjust enrichment. On September 1, 2020, Kathleen Sonner filed a substantial similar complaint against PNC in Case No. RG20072126. The Sonner class covers the period from March 1, 2009 to June 20, 2016, while the Bland class covers the period from June 21, 2016 through September 10, 2020. After protracted litigation and several attempts at mediation, the parties have agreed to a multi-state settlement. As part of the settlement the parties stipulated to the amendment of the Bland complaint include federal class representative representatives and their previously certified state-law claims for settlement purposes. The class period for all state classes covered by the settlement—California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, and Pennsylvania—have start dates depending on the respective filing dates but all end on December 31, 2022, the date when Premier Nutrition Corporation stopped distributing its Joint Juice products.

The motion for preliminary approval here focuses on the California component of the larger national settlement (which includes claims based on the law of Connecticut, Florida, Illinois, Maryland, Massachusetts, Michigan, and Pennsylvania, as well as of claims under New York law that went to trial in the US District Court for the Northern District of California in the Montera case). The aggregate amount of the total settlement in the Bland and Sonner cases in this court, and in the cases settling in the Multi-District Litigation in the Northern District of California, is $90,000,000.00. The aggregate attorney's fee award may reach up to

$29,700,000.00; reimbursement of litigation costs across the cases of approximately $850,000.00, with service awards of $10,000.00 for each representative plaintiff. The remaining settlement funds are to be distributed among participating class members. Class members whose purchases histories can be determined from the records of four major retailers—Costco, Sam's Club, Walmart, and Amazon—will be identified and will automatically receive $10 or $25 per unit for each purchase. More than 80% of sales were made by these retailers. There is also a claims process for which class claimants may recover $10 or $25 payments for documented purchases and for up to six unit purchases without documentation. The settlement is non-reversionary and unclaimed funds will be distributed to the Rheumatology Research Foundation pursuant to Code of Civil Procedure, section 384. The motion for preliminary approval is unopposed.

LEGAL STANDARD

To prevent "fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1800.) The Court "must determine the settlement is fair, adequate, and reasonable." (Id. at p. 1801.) "The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.'" (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 128 [quoting Dunk, supra, at p. 1801].)

PRELIMINARY APPROVAL

Plaintiffs' counsel investigated, obtaining and analyzing information obtained from Defendant. (See, e.g., Blood Decls., ¶¶ 8, 39–40, 55, 71.) The parties participated in several rounds of arm's length mediations with professional mediators before settling. (Id., ¶¶ 6, 72.) Plaintiff includes an adequate Kullar analysis, explaining that the settlement provides for individual per-unit awards that exceed full retail price refunds and that the settlement is reasonable in light of the litigation risks. (See id., ¶¶ 57–62.) The court gives "considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct." (Kullar, supra, 168 Cal.App.4th at p. 129.) The settlement provides for robust notice procedures, providing for delivery via email, U.S. mail, press release, a settlement website, and targeted Internet media. (See Blood Decls., ¶ 54; see also Keough Decls.) The terms of the settlement and notice procedures appear generally fair, reasonable, and adequate. Although this court generally does not require written objections or notice of intent to appear at the final approval hearing, given the unique circumstances of this case, the court will approve the negotiated objection provisions.

SERVICE AWARD, FEES, & COSTS

The court will not rule on the service award for the representative plaintiffs, attorney's fees, or costs until final approval but provides the following preliminary guidance:

Any incentive, enhancement, or service award must be supported with "quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs." (Clark v. Am. Residential Servs. LLC (2009) 175 Cal.App.4th 785, 807.) This court's benchmark for service awards is $7,500.00.

This court's benchmark for attorney's fees is 30%. (See Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) A "court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys' work." (Robbins v. Alibrandi, 127 Cal.App.4th 438, 452.) Counsel must address the value of the attorneys' work, as well as the justification for any deviation from this court's benchmark. Ten percent of the attorney's fee award must be held by the settlement administrator until completion of the distribution process and court approval of a final accounting.

The settlement agreement authorizes reimbursement of litigation costs. Counsel must provide evidentiary support for the actual costs incurred with regard to the Bland and Sonner cases at the time of final approval.

The court's preference is for Plaintiffs to move for final approval, including approval of attorneys' fees, costs, and any service awards, in a single motion.

ORDER

Plaintiff's motion for preliminary approval of class action settlement is GRANTED. The court (1) grants Plaintiffs' unopposed request for leave to file the Second Amended Complaint in Bland; (2) grants preliminary approval of the Settlement; (3) approves and directs notice as set forth in the Class Notice Program; (4) approves the form and content of the Class Notice; (5) appoints JND as Settlement Administrator; and (6) schedules a hearing to consider entry of a final approval order and judgment.

A final approval hearing will be held on Tuesday, May 5, 2026 at 10:00 am in Department 1. The moving party may obtain a reservation number from the clerk.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 01/08/2026



Michael Markman / Judge

Public court record.

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