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9 *Konnektive Corp.), Konnektive LLC,*
Konnektive Rewards LLC, Kathryn
10 *Martorano, and Matthew Martorano*

11
12 **UNITED STATES DISTRICT COURT**
13 **SOUTHERN DISTRICT OF CALIFORNIA**
14

15 LEANNE TAN, individually and on
behalf of all others similarly situated,
16
17 Plaintiff,
18 v.
19 QUICK BOX, LLC *et al.*,
20 Defendants.

CASE NO. 3:20-cv-01082-LL-DDL
**KONNEKTIVE DEFENDANTS’
OPPOSITION TO MOTION FOR
ATTORNEY’S FEES BY CLASS
COUNSEL KNEUPPER &
COVEY, PC**

Hearing Date: December 27, 2025
Time:
Courtroom: 5D
Judge: Hon. Linda Lopez

***PER CHAMBER RULES, NO
ORAL ARGUMENT UNLESS
SEPARATELY ORDERED BY THE
COURT**

Complaint filed: June 12, 2020

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1 **MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION**

2 **I. INTRODUCTION**

3 Pursuant to the settlement reached and preliminarily approved between
4 plaintiff Leanne Tan (“Plaintiff” or “Tan”) and defendants Konnektive LLC,
5 Converging Resources Corporation, Matthew Martorano, and Kathryn Martorano
6 (“the Konnektive Defendants”), Plaintiff’s counsel Kneupper & Covey, PC, are
7 permitted to apply to the Court for an award of attorney’s fees.

8 Kevin Kneupper, Esq. and Cyclone Covey, Esq. of Kneupper & Covey, PC,
9 who have been appointed class counsel (hereinafter “Kneupper & Covey” or
10 “Class Counsel”) have requested either \$666,666 or \$1,666,666 in fees depending
11 upon whether Plaintiff or the Konnektive Defendants prevail on liability at the
12 summary trial before the Honorable David D. Leshner as to the only remaining
13 claim, the action, i.e., alleged violation of the CLRA.

14 Although the Court’s fee award decision will not affect the amount
15 ultimately paid by the Konnektive Defendants in settlement, the Konnektive
16 Defendants nevertheless request that the Court make a fee award less than the
17 requested amount and accordingly present the following information so the Court
18 can make its decision on a more complete record.

19 **II. FACTUAL AND PROCEDURAL BACKGROUND**

20 **A. Plaintiff’s Unsupported Conspiracy Theory**

21 Plaintiff’s conspiracy theory in this action was based largely on a white
22 paper that had been prepared by attorney C. Steven Baker for the Better Business
23 Bureau entitled “Subscription Traps and Deceptive Free Trials Scam Millions with
24 Misleading Ads and Fake Celebrity Endorsements.” The article was attached to
25 Plaintiff’s original Complaint and to the First Amended Complaint (“FAC”) and
26 incorporated into each. *See, e.g.*, Dkt. 89-1. Mr. Baker is a former attorney for the
27 Federal Trade Commission.

28 The paper described a proliferation of online free trial scams involving

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1 nutraceuticals where fake celebrity endorsements were used to entice consumers
2 into ordering products with hidden subscription terms attached. The paper
3 described how such scams typically function and the elements that make it work,
4 those being: (1) a product; (2) enticing advertising; (3) a website; (4) a fake
5 celebrity endorsement; (5) product shipping; (6) payment processing; and (7)
6 customer service operations. *See* Dkt. 89-1 [pg. 6 of 30]. The white paper made
7 no mention of customer relationship management (CRM) software, or CRM
8 companies. Despite this fact, Plaintiff’s FAC alleged that CRM companies are an
9 essential part of the scam “ring” which perpetrates such frauds. *See* Dkt. 89 [¶ 10].
10 Class Counsel then retained the author, attorney Baker, as their expert who
11 testified that CRM companies are an essential part of the ring, even though he
12 omitted any mention of such companies in his published white paper for the BBB.
13 *See* Declaration of Christopher B. Queally (“Queally Decl.”) ¶ 11, Exhibit (“Ex”)
14 A[C. Steven Baker Depo. 61:12-19; 63:4-24]. Mr. Baker also admitted that during
15 his 20-year career with the FTC the agency had never filed an enforcement action
16 against a CRM software company he knew of and did not have any experience
17 with such companies. *See id* [12:13-21].

18 The FAC prepared by Kneupper & Covey alleged there were five essential
19 players in a free trial scam: (1) the marketers or branders of the products (such as
20 Rocket Management Group LLC (“RMG”) and its principal Kiet Lieu); (2) the
21 fulfillment companies which provide white label products for shipment; (3) CRM
22 companies which provide needed software; (4) affiliate networks which are paid to
23 advertise fake celebrity endorsements and put out other click bait; and (5) “crooked
24 processor” who assist scammers in avoiding detection by bank and credit card
25 companies. *See* Dkt. 89 ¶ 10. Kneupper & Covey sued one of the fulfillment
26 companies RMG was using, and only one of the two CRMs RMG was using,
27 Konnektive LLC. Plaintiff, both before and after the FAC was filed, became
28 aware of the affiliate networks, the other CRM company that RMG was using, and

1 the payment processors who had issued MIDs to RMG allowing it to process credit
2 card transactions, but pursued no discovery or claims against any of them.

3 Plaintiff, for some unknown reason, did not seek to amend her pleading to
4 add as a defendant Kiet Lieu who ran the alleged scam, until two years after the
5 case was filed and well after Plaintiff had notice of his existence. The Court, in
6 denying Plaintiff’s request to amend the pleadings to add Lieu, noted “The fact that
7 Plaintiff stated she planned to seek leave to amend to add Rocket and Lieu in her
8 filings in May 2022 and did not seek to amend the complaint until November 2022
9 demonstrates a clear lack of diligence.” Dkt. 299 [8:8-11].

10 **B. The Settlement Agreement and Lone Remaining Claim**

11 The Konnektive Defendants settled this matter for peace of mind and the
12 avoidance of additional attorney’s fees beyond the summary trial before Judge
13 Leshner. The parties have agreed the adjudication of claims before Judge Leshner
14 will be final and there will be no appeal.

15 The trial to occur will be on the issue of whether any of the Konnektive
16 Defendants violated the California Consumer Legal Remedies Act (“CLRA”). *See*
17 Civil Code §§ 1750 et seq. The class has waived and released all other claims,
18 including alleged violations of the Racketeer Influenced and Corrupt Organizations
19 Act, alleged violations of the False Advertising Law, alleged violation of the
20 Unfair Competition Law, and all other claims in the 333-page FAC. Although the
21 Konnektive Defendants have agreed to pay either \$2 million or \$5 million
22 depending upon the outcome of the summary trial, most of Plaintiff’s allegations
23 which were the subject of exhaustive discovery over four years will not go to trial.

24 For example, a major part of Plaintiff’s case was the allegation that the
25 Konnektive Defendants assisted the perpetrator of the alleged fraud, RMG and its
26 principal Kiet Lieu, in securing merchant accounts or merchant identification
27 numbers (“MIDs”) from acquiring banks and their payment processors. *See* Dkt.
28 89 [137:22-28]. MIDs are necessary to process online credit card transactions and

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1 can only be obtained after the acquiring bank or payment processor conducts due
2 diligence on the applicant. The Konnektive Defendants denied these allegations
3 because they were false.

4 After four years of discovery, Plaintiff did not adduce any evidence that the
5 Konnektive Defendants had any hand in RMG in securing MIDs or that the
6 Konnektive Defendants even knew how RMG had secured its MIDs. There was
7 evidence a different entity, Midigator LLC, which was not sued by Plaintiff, had
8 assisted RMG in securing MIDs when some of RMG’s MIDs were terminated by
9 banks and payment processors. Despite this evidence, Plaintiff never amended her
10 pleading to drop the allegations asserting that the Konnektive Defendants assisted
11 RMG in securing MIDs.

12 **C. Class Counsel Ignored Evidence After Filing the Action**

13 The Konnektive Defendants acknowledge that Class Counsel spent
14 considerable time and effort to assert broad, grossly embellished, and largely
15 fictitious allegations against the Konnektive Defendants. Despite years of
16 discovery, however, Class Counsel could not support their allegations against the
17 Konnektive Defendants with evidence. At the same time, Class Counsel did their
18 best to ignore and avoid evidence undercutting their allegations. Class Counsel
19 focused narrowly on one of two CRM software companies RMG used, without
20 investigating the source of RMG’s advertising (i.e., CodeClouds and marketing
21 affiliate networks that created the advertising) or the source of RMG’s ability to
22 process credit card transactions (i.e., payment processors and banks that conduct
23 due diligence and approve merchant processing applications). Despite their
24 purported pre-suit research and prodigious pleading, Kneupper & Covey
25 substantially limited the scope of their efforts after filing the action.

26 **1. Product Websites**

27 A strong example of this pullback is product advertising. Plaintiff alleged
28 that the Konnektive Defendants had created advertising for RMG and assisted

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1 RMG in marketing its signature product, La Pura skin cream, online. *See* Dkt 89
2 [137:28-138:3]. The Konnektive Defendants denied these allegations because they
3 were false. Plaintiff never adduced any evidence that the Konnektive Defendants
4 assisted RMG in advertising La Pura to Plaintiff or anyone else. None of the
5 Konnektive Defendants created any of the websites or even knew how or when
6 they were created.

7 Another company, the Long Tail Corporation d/b/a CodeClouds, based in
8 Indiana, admitted through its president at deposition that it had created *all* of the
9 websites for La Pura at the behest of Kiet Lieu without any input or assistance
10 from, or communication with, the Konnektive Defendants. *See* Queally Decl., ¶
11 12, Ex. B [Brian Hill Depo., 11:17-12:5; 15:5-18:20; 20:4-21:12; 23:11-19; 32:11-
12 14; 34:15- 18; 40:12-14; 41:4-9; 41:16-18; 50:22-51:3; 52:7-11; 119:25-120:10;
13 123:12-19). CodeClouds’ president also admitted at deposition that CodeClouds
14 was using Konnektive LLC’s logo on CodeClouds’ website without knowing if
15 Konnektive had given permission. *See id*, [50:22-51:3]. Class Counsel never
16 sought to add CodeClouds as a defendant. Plaintiff continues to insist that the
17 Konnektive Defendants should be held liable for RMG’s advertising under
18 Plaintiff’s state law CLRA claims.

19 **2. Product Design, Manufacture, Labeling, and Shipping**

20 Plaintiff has never adduced any evidence that the Konnektive Defendants
21 designed, manufactured, labeled, or shipped any product. The Konnektive
22 Defendants did not refer RMG to Quick Box, the fulfillment company which
23 allegedly shipped the products to consumers. Nor was there any evidence that the
24 Konnektive Defendants collaborated, conspired, or even communicated with Quick
25 Box with respect to any activities alleged by Plaintiff. The La Pura products were
26 never in the possession of any of the Konnektive Defendants and the Konnektive
27 defendants had no involvement in their manufacture or shipping.

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3. Affiliate Marketers

The evidence reflects that RMG retained multiple marketing affiliate networks to create and disseminate targeted ads for La Pura products, including mass emails, text messages, and online click bait. The Konnektive Defendants did not refer RMG to any of these third parties and had no involvement in any of their activities. Class Counsel did not seek to depose any of them. *See* Queally Decl. ¶ 5. Class Counsel was well aware of these third parties since the Konnektive Defendants produced RMG’s Konnektive CRM account in discovery and all such information could be readily ascertained from the disclosure. *See id.* Further, because Plaintiff disposed of her cell phone after filing this action and Class Counsel did not nothing to preserve the evidence available on it, Class Counsel increased the fees for all parties to the action by making it difficult, if not impossible, to examine and appreciate what alleged false advertising Plaintiff purportedly encountered.

4. Payment Processors

Class Counsel likewise never sought to depose any employee from any card brand, payment gateway, issuing bank, or acquiring bank. *See id.*, ¶ 6. The Konnektive Defendants issued subpoenas to many of these entities and took their depositions (where Class Counsel sometimes cross examined the witness) but Kneupper & Covey otherwise did nothing to determine the extent of their knowledge about what RMG was doing, their assistance to RMG, their due diligence, internal controls, or anything else. *See id.*

The acquiring banks and their contracted payment processors are responsible for investigating, underwriting and approving merchants for payment processing, monitoring their credit card processing, and complying with a litany of state and federal banking regulations. Without acknowledging this, Plaintiff maintained throughout the action that RMG’s use of Konnektive’s CRM software was “essential” to make the scheme work. However, without MIDs issued by acquiring

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1 banks and payment processors to process credit card transactions across brand
2 networks, RMG would not have been able to process a single credit card
3 transaction.

4 Plaintiff seemed to appreciate this in her pleadings, where she alleged that
5 RMG’s subsidiaries were aided by “crooked” payment processors who purportedly
6 turn a blind eye to scam operations such as RMG’s. See Dkt. 89, ¶ 10. Yet, in
7 discovery, Class Counsel performed no investigation into any due diligence by the
8 payment processors, conducted almost no discovery on the issue, and did not seek
9 to add any of the payment processors (who had issued scores of MIDs to RMG and
10 its subsidiaries) to the action. See Queally Decl., ¶ 6. Plaintiff’s expert, Kerri
11 Merrifield, CPA, did not validate any of the sales data for La Pura and did not
12 know whether any class member was actually charged. See Queally Decl., ¶ 13,
13 Ex. C [Kerri Merrifield Depo., 37:10-13, 38:1-18, 50:21-51:2, 51:5-11, and 59:2-
14 3].

15 **5. Chargeback Mitigation Companies**

16 In the same way, Kneupper & Covey avoided evidence concerning the
17 several chargeback mitigation companies RMG used.

18 The pleadings in *Sihler* (another class action filed by Kneupper & Covey in
19 the Southern District of California on the same day this case was filed), contain
20 nearly identical allegations of a free trial scam except that the plaintiff in *Sihler* did
21 not allege a CRM software company was involved. The merchant in *Sihler*, who
22 was selling nutraceuticals, used a company called Chargebacks911, a chargeback
23 mitigation company, to monitor and reduce chargebacks. Chargebacks911 was
24 eventually sued by the Federal Trade Commission for engaging in practices that
25 allegedly violate the Federal Trade Commission Act. See

26 [https://www.ftc.gov/legal-library/browse/cases-proceedings/2023009-chargebacks-](https://www.ftc.gov/legal-library/browse/cases-proceedings/2023009-chargebacks-911)
27 [911](https://www.ftc.gov/legal-library/browse/cases-proceedings/2023009-chargebacks-911) (last visited Jan. 13, 2025). Kneupper & Covey has since filed a class action
28 against Chargebacks911 using the same plaintiff as in *Sihler*, Janet Sihler, for the

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1 assistance Chargebacks911 provided to the merchant in the *Sihler* case in reducing
2 and avoiding chargebacks. *See Sihler v. Glob. E-Trading*, 8:23-cv-1450-VMC-
3 JSS, (M.D. Fla). That action is still pending.

4 Here, RMG apparently used four different chargeback mitigation companies
5 over the course of several years to monitor and reduce chargebacks, including
6 Chargebacks911, Midigator LLC, Kount, and Chargeback Gurus. *See* Queally
7 Decl., ¶ 7. Yet, Class Counsel did not attempt to depose any of them, did not issue
8 subpoenas to them, and made no effort to add them to the litigation or sue them
9 separately for their assistance to RMG. Counsel for the Konnektive Defendants
10 issued subpoenas to three of them and took the deposition of the person most
11 qualified from Midigator LLC, who admitted Midigator had been contracted by
12 RMG to assist in preventing, managing, and reducing chargebacks. *See* Queally
13 Decl., ¶ 14, Ex. D [Joseph Libby Depo., 21:1-24:9].

14 **6. The Other CRM Software Company**

15 The evidence adduced during discovery shows that RMG used a second,
16 different CRM software company, sticky.io (formerly known as Limelight CRM),
17 in addition to Konnektive for much of its operations. *See* Queally Decl., ¶ 8.
18 Class Counsel never issued a subpoena to sticky.io and made no effort to
19 investigate the extent of their involvement, including whether sticky.io was a party
20 to the conspiracy or member of the free trial scam “ring” alleged by Plaintiff, or
21 whether such software performed the same functions as those allegedly performed
22 by the Konnektive CRM.

23 **D. Class Discovery**

24 There are approximately 54,000 members of the class. Kneupper & Covey
25 took the depositions of 2 members over the course of four years. The deponents
26 were Alan J. Kulvete of Massachusetts and Bernita Jackson of Missouri. *See*
27 Queally Decl., ¶ 9. Neither had ever heard of any Konnektive Defendant (just as
28 Plaintiff had not) nor did they have any communications with a Konnektive

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1 Defendant. *See id.* Tan admitted she received a partial refund for her purchase
2 from RMG after contacting RMG to complain. There was, and is, no evidence that
3 the Konnektive Defendants participated in creating or transmitting the text
4 message Tan received which led to her purchase, the email Mr. Kulvete received,
5 or the website Ms. Jackson visited.

6 **E. The Summary Trial**

7 Plaintiff has dismissed all of her federal claims and will proceed to trial
8 solely on her state law CLRA claims in a bench trial before Judge Leshner. To
9 prevail, Plaintiff will have to prove (i) that she purchased a La Pura product; (ii)
10 that *each* of the four Konnektive Defendants violated Civil Code section 1717 (e.g.
11 represented the product had uses or characteristics which it does not have); (iii)
12 that Plaintiff was harmed; and (iv) that Plaintiff’s harm was caused by each
13 defendant’s conduct. *See* CACI 4700; *see also* *Veera v. BananaRepublic, LLC*, 6
14 Cal. App. 5th 907, 916, (“plaintiffs in a CLRA action [must] show not only that a
15 defendant’s conduct was deceptive but that the deception caused them harm”)
16 (citations omitted).

17 The Konnektive Defendants do not believe there is sufficient evidence to
18 prove any Konnektive Defendants violated the CLRA or that any such violation
19 caused Plaintiff’s harm. Indeed, the Konnektive Defendants had nothing
20 whatsoever to do with any advertising by the RMG Defendants; a third party (Code
21 Clouds) has already admitted, under oath, that they designed the advertising for
22 RMG.

23 **III. CONCLUSION**

24 The Konnektive Defendants understand that the Court is likely to make
25 some fee award to Class Counsel. That said, it is important for the Court to
26 appreciate that Class Counsel (i) made many allegations against the Konnektive
27 Defendants throughout this action that had no evidentiary basis whatsoever and (ii)
28 repeatedly avoided discovery and ignored evidence about RMG’s activities with

1 others that undercut Plaintiff’s intended narrative. For these reasons, and because
2 it would better serve the public interest and the interest of the class, the Konnektive
3 Defendants would prefer that Class Counsel receive less than the fee award
4 requested.

5
6 Dated: January 13, 2025

GORDON REES SCULLY
MANSUKHANI, LLP

7
8 By: /s/ Christopher B. Queally
9 Christopher B. Queally
10 Clair E. Wischusen
11 Stephen Freeland
12 *Attorneys for Defendants Converging*
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14 *Konnektive Corp.), Konnektive LLC,*
15 *Konnektive Rewards LLC, Katryn*
16 *Martorano, and Matthew Martorano*

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CERTIFICATE OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani LLP, 5 Park Plaza, Suite 1100, Irvine, CA 92614

On **January 13, 2025**, I served the within documents:

KONNEKTIVE DEFENDANTS’ OPPOSITION TO MOTION FOR ATTORNEY’S FEES BY CLASS COUNSEL KNEUPPER & COVEY, PC

has been electronically served through the United States District Court, Southern District of California’s CM/ECF system which automatically generates a Notice of Electronic Filing at the time said document is filed to all CM/ECF Users who have appeared in this case. Service with this NEF constitutes service pursuant to FRCP 5(b)(E).

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Kevin Kneupper, Esq. Alexander Cyclone Covey, Esq. Kneupper & Covey 17011 Beach Boulevard, #900 Huntington Beach, CA 92647 kevin@kneuppercovey.com cyclone@kneuppercovey.com Attorneys for Plaintiff Le Anne Tan and the putative Class	Ryan M. Poteet, Esq. Damon W.D. Wright, Esq. Gordon Rees Scully Mansukhani, LLP 101 W. Broadway, Suite 2000 San Diego, CA 92101 khowatt@grsm.com rpoteet@grsm.com dwright@grsm.com Attorneys for Defendants Quick Box LLC; Chad Biggins; Stephen Adele; and James Martell
David T. Biderman, Esq. Perkins Coie LLP 1888 Century Park East, Suite 1700 Los Angeles, California 90067-1721 DBiderman@perkinscoie.com Attorneys for Defendants Quick Box LLC and Chad Biggins	Eudeen Chang, Esq. Perkins Coie LLP 11452 El Camino Real, Suite 300 San Diego, California 92130-2080 EChang@perkinscoie.com Attorneys for Defendants Quick Box LLC and Chad Biggins

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Thomas J. Tobin, Esq. Perkins Coie LLP 1201 Third Ave., Ste. 4900 Seattle, WA 98101 TTobin@perkinscoie.com Attorneys for Defendants Quick Box LLC and Chad Biggins	
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All other parties have been served by placing the above-referenced document in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California on **January 13, 2025** addressed as set forth below pursuant to FRCP 5(b)(C):

Rocket Management Group, LLC 2000 S. Yale Street, Ste. G Santa Ana, CA 92704 Third Party Defendant, in Pro Se	Kiet Lieu 2000 S. Yale Street, Ste. G Santa Ana, CA 92704 Email: kiet@rocketmgmtgroup.com Third Party Defendant, in Pro Se
The "La Pura" Defendants 1017 L Street, #439 Sacramento, CA 95814	<i>Pro se</i> 1. Beautiful Skin and Health SL, Inc. 2. Coastal Beauty Care KV, Inc., 3. Coastal Health & Body TML, Inc. 4. Coastal Skin Care DC, Inc. 5. Complete Beautiful 6. Skin DT, Inc. 7. Complete Dietary Health DT, Inc. 8. Diet and Beauty Enterprise JB, Inc. 9. Dietary 8 Leaves TL, Inc. 10. Dietary Care Group MK, Inc. 11. Dietary Health Management SL, Inc. 12. Dietary Health Supplements ADN, Inc. 13. Dietary Health DL, Inc. 14. Dietary Mind & Body AR, Inc. 15. Dietary Pills TTH, Inc. 16. Dietary Supplements 8 Leaves TL, Inc. 17. Dietary Supplements NS, Inc. 18. DL Group, Inc. 19. EM Strength & Wellness Products, Inc. 20. EW Ideal Health Store, Inc. 21. EW Radiant Skin Store, Inc. 22. Fit and Slim Body OLO, Inc. 23. Fit Body Forever KZ, Inc. 24. Fit Lifestyle Enterprise JD, Inc. 25. Fitness & Health Supplements PKL

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	Inc.
	26. Flawless Beauty Forever MC, Inc.
	27. Forever Beautiful Products KZ, Inc.
	28. Forever Beauty and Balance JL, Inc.
	29. Health & Body Care TN, Inc.
	30. Health & Skin Nutrition JLN, Inc.
	31. Health & Wellness Products EM, Inc.
	32. Health and Diet Products ISA, Inc.
	33. Health and Fitness Lifestyle JL, Inc.
	34. Health Enterprise AR, Inc.
	35. Health Enterprise LT, Inc.
	36. Health Skin and Beauty MAYA, Inc.
	37. Health Skin and Body JB, Inc.
	38. Healthy and Slim TT, Inc.
	39. Healthy Beautiful Skin JD, Inc.
	40. Healthy Body & Balance CD, Inc.
	41. Healthy Fit Lifestyle DC, Inc.
	42. Healthy Leaves TL, Inc.
	43. Healthy Lifestyle Diet JL, Inc.
	44. Healthy Skin Group TQH, Inc.
	45. Healthy Skin Lifestyle JB, Inc.
	46. Healthy Supplements MAYA, Inc.
	47. Ideal Skin & Health Care NA, Inc.
	48. Lasting Fitness & Beauty JLN, Inc.
	49. PKL Everlasting Beauty, Inc.
	50. Radiant Skin & Body Shop ATN, Inc.
	51. Remarkable Beauty TN, Inc.
	52. Remarkable Health Supply PO, Inc.
	53. Skin and Beauty NS, Inc.
	54. Skin Beauty & Health JN, Inc.
	55. Skin Beauty and Balance CD, Inc.
	56. Skin Beauty Products ISA, Inc.
	57. Skin Care Enterprise TTH, Inc.
	58. Skin Care Group MK, Inc.
	59. Skin Products Rubio, Inc.
	60. Strength & Fitness Lifestyle LT, Inc.
	61. Total Fitness & Health MC, Inc.
	62. Vibrant Face & Beauty Shop ATN, Inc.
	63. Total Health Supply TUA, Inc.

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

1 I hereby certify under penalty of perjury under the laws of the United States
2 of America that the above is true and correct.

3 Executed on **January 13, 2025** at Westminster, California.

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6 Sandra Avants
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11
12 **UNITED STATES DISTRICT COURT**
13 **SOUTHERN DISTRICT OF CALIFORNIA**
14

15 LEANNE TAN, individually and on
behalf of all others similarly situated,
16
17 Plaintiff,
18 v.
19 QUICK BOX, LLC *et al.*,
20 Defendants.

CASE NO. 3:20-cv-01082-LL-DDL

DECLARATION OF
CHRISTOPHER B. QUEALLY IN
SUPPORT OF KONNEKTIVE
DEFENDANTS' OPPOSITION TO
MOTION FOR ATTORNEY'S
FEES BY CLASS COUNSEL
KNEUPPER & COVEY, PC

Hearing Date: December 27, 2024
Time:
Courtroom: 5D
Judge: Hon. Linda Lopez

*PER CHAMBER RULES, NO
ORAL ARGUMENT UNLESS
SEPARATELY ORDERED BY THE
COURT

Complaint filed: June 12, 2020

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DECLARATION OF CHRISTOPHER B. QUEALLY

I, Christopher B. Queally, hereby declare,

1. I am above the age of 18 and competent to make this declaration.

This declaration is based on my personal knowledge and if called to testify, I could competently testify thereto.

2. I am a partner with Gordon Rees Scully Mansukhani, LLP, counsel of record for defendants Konnektive LLC, Konnektive Rewards LLC, Converging Resources Corp. (formerly Konnektive Corp.), Matthew Martorano, and Kathryn Martorano (hereinafter collectively “the Konnektive Defendants”).

3. This declaration is offered in support of the Konnektive Defendants’ opposition to the motion for attorney’s fees filed by Kneupper & Covey, PC (“Class Counsel” or “Kneupper & Covey”).

4. I am the attorney with primary responsibility for handling this matter on behalf of the Konnektive Defendants and I have been involved in nearly all aspects of discovery.

5. The evidence demonstrated that the merchant at issue Rocket Management Group (“RMG”) and its principal Kiet Lieu were using affiliate marketers for advertising. The identities of these marketers could be ascertained from the information the Konnektive Defendants produced during discovery in this matter including, for example, the access log to RMG’s Konnektive CRM account which was produced. To my knowledge Class Counsel never took the depositions of any affiliate marketers.

6. Class Counsel never sought to depose any employee or person most qualified from any card brand, payment gateway, issuing bank, or acquiring bank. My office took the depositions of several such individuals and Class Counsel cross examined them at deposition, but Class Counsel otherwise took no steps to ascertain their level of involvement, their due diligence, or their underwriting in

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1 issuing merchant accounts (“MIDs”) to RMG or its subsidiaries. With the
2 exception of Paysafe, Kneupper & Covey did not issue subpoenas to any of the
3 payment processors which issued scores of MIDs to RMG and its subsidiaries.

4 7. The evidence adduced during discovery showed RMG had engaged
5 four chargeback mitigation companies to monitor and reduce chargebacks,
6 including Chargebacks911, Midigator LLC, Kount, and Chargeback Gurus. My
7 office issued document subpoenas to three of them and I took the deposition of
8 Joseph Libby, the person most qualified from Midigator, LLC.

9 8. The documents produced by Midigator, LLC showed RMG was using
10 a second, different CRM software called sticky.io, formerly known as Limelight. I
11 am unaware of any effort Kneupper & Covey made to investigate this CRM
12 software company, the support it provided to RMG, or what sticky.io’s software is
13 capable of.

14 9. According to Plaintiff’s motions for approval, which the Konnektive
15 Defendants do not oppose, there are approximately 54,000 class members.
16 Kneupper & Covey, over the course of discovery, took the depositions of two class
17 members: Alan Kulvete of Massachusetts and Bernita Jackson of Missouri. I
18 attended both depositions remotely. Mr. Kulvete’s alleged purchase was based on
19 a fake Costco email he received and Ms. Jackson’s alleged purchase was based on
20 a La Pura website she visited. Both class members admitted they had never heard
21 of the Konnektive Defendants and had no communications with them.

22 10. Defendants took the deposition of plaintiff Leanne Tan, who is the
23 class representative, but Kneupper & Covey did not ask questions during her
24 deposition.

25 11. Attached hereto as Exhibit **A** is a true and correct copy of the relevant
26 portions from the deposition of Plaintiff’s expert C. Steven Baker, Esq.

27 12. Attached hereto as Exhibit **B** is a true and correct copy of the relevant
28

Exhibit A



Planet Depos[®]
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Transcript of Brian Thomas Hill, Corporate Designee

Date: March 7, 2024

Case: Tan -v- Quick Box, LLC, et al.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

LEANNE TAN, an individual, on)
behalf of herself and all)
persons similarly situated,) Case No.
Plaintiff,) 3:20-cv-1082 LL (DDL)
-vs-)
QUICK BOX, LLC, et al.,)
Defendants.)

DEPOSITION OF BRIAN THOMAS HILL,
CORPORATE DESIGNEE OF LONG TAIL CORPORATION
D/B/A CODECLOUDS

The deposition upon oral examination of
BRIAN THOMAS HILL, a witness produced and sworn before
Rhonda J. Hobbs, RPR, Notary Public in and for the
County of Hendricks, State of Indiana, taken on behalf
of the Defendants, at the offices of Barrett McNagny
LLP, 215 East Berry Street, Fort Wayne, Allen County,
Indiana, on the 7th day of March, scheduled to commence
at 8:47 a.m., pursuant to the Federal Rules of Civil
Procedure with written notice as to time and place
thereof.

Job No. 527966
Pages: 1 - 131

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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A P P E A R A N C E S

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VIDEOGRAPHER: Micah Hardin
Kylan Barry

ALSO PRESENT: Matthew Martorano (Attorney)
Tom Knuth (Attorney)

NOTE: The last two attorneys were on the phone
but did not participate. Even when the Videographer
asked everyone to identify themselves.

Transcript of Brian Thomas Hill, Corporate Designee

Conducted on March 7, 2024

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I N D E X

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Transcript of Brian Thomas Hill, Corporate Designee
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1 A Yes.

2 Q Have you reviewed some of the documents that
3 were in that production?

4 A I have.

5 Q What did you do to prepare yourself to testify
6 today as the corporate designee of CodeClouds?

7 A So I -- I reviewed the documents. I talked with
8 project managers and developers that worked on
9 the project during their time with -- of Rocket
10 Management Group, our engagement with them, and
11 then just spoke with my attorney as well.

12 Q You mentioned the name "Rocket Management
13 Group," as we go forward today, I am generally
14 going to refer to them as RNG -- RMG; is that
15 okay?

16 A That is fine.

17 Q Was RMG a client or customer of CodeClouds?

18 A Yes.

19 Q Okay. And could you tell me, what did
20 CodeClouds do for RMG?

21 A We developed websites for them, and then once we
22 developed those websites, they -- they would
23 come back with us with potential changes,
24 changes to the sites. We would set up -- we did
25 some server setup for them at the beginning, and

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 then -- other than that, that's -- that's
2 basically what we provided them.

3 Q And your understanding is RMG is a -- a
4 merchant?

5 A Yes.

6 Q And what do they sell?

7 A They sold -- they sold some nutraceuticals, so
8 typically it was like a lower -- lower skew on a
9 lot of products on each end of the site, so
10 maybe two or three products per site. And it
11 would typically be like -- like they had a diet
12 product which was like -- which is based on Keto
13 diet, so a supplement you might -- you might
14 take to help with that.

15 They got into some supplements that would do
16 for like brain -- brain enhancement. They -- I
17 believe they did some supplements for
18 testosterone, and then -- and just - so various
19 supplements like that. And then they also got
20 into doing some scream (ph) -- like skin cream
21 type products.

22 Q Were -- were the skin cream type products under
23 the brand name LaPura?

24 A Yes.

25 Q Do you know a man named Mark Hosler,

Transcript of Brian Thomas Hill, Corporate Designee
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15

1 Q So this is a Skype chat between --

2 A Between Mark and Janelle, the -- the first part
3 of it. I'm -- I haven't scrolled down, but I
4 can see.

5 Q Are these Skype chats between Mark Hosler of
6 CodeClouds and representatives of RMG?

7 A Yes.

8 Q And those representatives, as far as you know,
9 are Janelle Zuniga and Kiet Lieu?

10 A Yes.

11 Q What I would like you to do is flip to the
12 fourth page, and maybe if the technician can do
13 it faster, if you can flip to the fourth page.
14 The top of the page has the first entry of Kiet,
15 K-I-E-T, 12:31 p.m.?

16 A I see it.

17 Q And if you --

18 A Are these on 8 and a half by 11 pages? If they
19 are, you could -- the technician is free to like
20 change it to like -- so I can see the full page,
21 I think. I can -- I should be able to read it
22 just fine. Yep, I can still read that.

23 Q In the middle of the page, there's a message
24 from Janelle at 2:10 p.m. and she says, "2nd
25 Corp - Health Skin and Body JB, Inc. (Row 8)";

Transcript of Brian Thomas Hill, Corporate Designee
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1 do you see that?

2 A I do.

3 Q Is this -- is that a company for which
4 CodeClouds created a website?

5 A Yes.

6 Q And can you tell me, just generally, what is
7 entailed in creating a website?

8 A Sure. So what we would -- what we would do is
9 they would have -- they had -- they had many
10 corps, like they would create a business,
11 create -- they would create a corp, a business,
12 and then they would have four or five merchant
13 accounts underneath that, and they -- and they
14 would task the developer and develop -- in
15 building a site out for each -- each one of
16 those merchant accounts.

17 So what -- what the developer would do, we
18 would typically -- we had a -- we had a -- and
19 we still do, we have a product called Unify CMS,
20 which is a content management system, but it was
21 previously called El Minara, which you've
22 probably have seen in the documents, and
23 we -- we re-branded it a few years ago, and then
24 it's now called Unify.

25 So it would -- and it's -- it's a content

Transcript of Brian Thomas Hill, Corporate Designee

Conducted on March 7, 2024

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1 management system which allows you to -- to
2 build out websites. It makes our developers a
3 little more efficient, their building more
4 consistent in our -- consistent in our coding.
5 So -- and there's some -- there's some
6 integrations in it that -- that we can
7 connect -- and, for instance, like
8 Konnektive -- Konnektive or other CRMs. Rather
9 than having to code that each time, we would be
10 able to just click a couple of buttons and be
11 able to -- and be able to be connected to the
12 software.

13 So what the developer would do, once they
14 were tasked out with that, we would typically
15 use a template -- so we have templates -- other
16 content management systems, like WordPress or
17 Squarespace, would -- they might call them
18 themes or templates.

19 So we would take a template, and then -- a
20 template meaning might have a particular general
21 look to it, like header, footer, the way the
22 product might show up on the page. And then the
23 developer would then take assets that were given
24 to us from Rocket Management Group, like -- like
25 logo, color scheme, prop, like what the -- what

Transcript of Brian Thomas Hill, Corporate Designee

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1 the products are, price points of the products,
2 so we would get that from them.

3 Copy, any type of copy that -- that's going
4 to go on the page, and then the developer would
5 go in and basically build out the website, so
6 change -- put -- put the logo in,
7 re-brand -- re-brand the site. And then it
8 would connect in to Konnektive, so we'd have to
9 match -- we'd have to match whatever products.
10 So they -- they do a -- put a campaign into
11 Konnektive, along with the products, and then we
12 would match -- match those product IDs in El
13 Minara.

14 Then once we would -- once they would do
15 that and we get it all connected and working,
16 then we would go through and -- it's a full
17 functioning ecommerce website, we would -- we
18 would go through, run some test transactions,
19 make sure it's working, and then encourage them
20 to -- to test it, and then it would go live.

21 Q You mentioned a phrase in your response, words
22 to the effect, "it would connect into
23 Konnektive;" now do you meant that CodeClouds
24 would somehow hook up these websites to the
25 Konnektive CRM through application programming

Transcript of Brian Thomas Hill, Corporate Designee
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20

1 document -- or could we have the technician do
2 it?

3 A Yes, please. Okay, we're there.

4 Q Okay. At the bottom of this document, or on the
5 last third of the page, there's a message from
6 Janelle, at 6:32 p.m. And she says, quote,
7 "Mark, Hi Mark, I need to make another urgent
8 request to update sites for Dietary Supplements,
9 NS, Inc." Then there's a greater than sign.

10 A Uh-huh.

11 Q And it states, "Product is advertised as skin
12 serum however product packaging is a cream
13 bottle," end quote.

14 A Uh-huh.

15 Q And then you skip down four messages to
16 6:38 p.m., it says, from Janelle, "Can you
17 please change the verbiage 'Face Cream' to
18 'Serum' on the Image."

19 A Uh-huh.

20 Q And below that is a message from Mark, at
21 7:03 p.m. stating, quote, "I've updated the

22 wording on the bottle to say "Serum'," end
23 quote; do you see that?

24 A Yes.

25 Q Is this an example of Mark, you know, making

Transcript of Brian Thomas Hill, Corporate Designee
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1 changes to a web page for RMG -- well, that's my
2 question?

3 A Yes. Yes, it is.

4 Q And so this is some of the things that -- that
5 CodeClouds did for -- for RMG?

6 A Yes.

7 Q And the change that Mark is making here would
8 have been to the URL
9 skinrejuvenation-lapuras.com?

10 A Is that on the next.

11 Q No, it's the third from the bottom.

12 A Third from the bottom. Yes, it would have been.

13 Q All right.

14 MR. QUEALLY: Mr. Technician, can we go to
15 page 13?

16 A We're there.

17 Q In the middle of the page there is a message
18 there, at 3:10 p.m., from Janelle. Again, she
19 says, quote, "Hi, Mark, can you please make the
20 following update to all sites for Health Skin
21 and Body JB, Inc., (Row 9) Terms & Conditions in
22 Section 14. Arbitration should mention, quote,
23 the American Arbitration Association can be
24 contacted by phone, 800-778-7879," end quote; do
25 you see that?

Transcript of Brian Thomas Hill, Corporate Designee
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23

1 Q -- do you see there's a discussion on this page,
2 between Janelle and Mark about URLs pertaining
3 to LaPura?

4 A Yes.

5 Q About a third of the way down the page Janelle
6 says at 2:08 p.m. "Let's take the verbiage from
7 the T&C Trial Terms and put it in a disclosure
8 box underneath the Checkout Button"; end quote;
9 do you see that?

10 A I do.

11 Q Is it -- is it your understanding that what RMG
12 is asking CodeClouds to do, in 2019, is to make
13 sure the trial terms and conditions are listed
14 in a disclosure box at the checkout point on a
15 website?

16 A Yes.

17 Q And did CodeClouds do that for the LaPura
18 websites?

19 A Yes.

20 MR. MICHMERHUIZEN: Objection. Vague.

21 Q Further down, at 2:10 p.m., Mark says, "Hi,
22 Janelle, sounds like we need the trial terms on
23 the landing page; correct?" And Janelle
24 responds, "yes. Correct"; do you see that?

25 A Yes.

Transcript of Brian Thomas Hill, Corporate Designee
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1 campaigns," can you tell me what that means?

2 A That means that we -- we would have turned it
3 on, and I -- I -- what I -- I don't remember if
4 Konnektive had the ability, but typically
5 something like Kount -- potentially like
6 Konnektive had the ability to -- to activate
7 that.

8 So then -- so then Kiet or RMG would have
9 gotten an account with Kount, and then we would
10 have integrated it into the websites.

11 Q The websites that we've been discussing,
12 did -- to your knowledge, did Konnektive create
13 them?

14 A No.

15 Q Do you have a code package that's prebuilt for
16 those third-party CRMs?

17 A In terms of like integrating into them?

18 Q Yes.

19 A Yes.

20 Q And what is that?

21 A It's -- it's currently called Unify. It was
22 previously called El Minara.

23 Q What would it have been called in 2019?

24 A El Minara.

25 Q Okay.

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1 compliance requirements from
2 potentially -- potentially their bank, and then
3 for -- for a merchant account, some additional
4 requirements. And so she's asking us to
5 implement -- it looks like there's
6 three -- three different sets of requirements
7 that -- or changes that she wants done, and
8 she's asking us to implement those into the
9 sites.

10 Q In -- in other words, the -- the acquiring bank
11 that you presumed issued their merchant
12 identification number is dictating compliance
13 for purposes of their website; correct?

14 A Yes.

15 Q And CodeClouds is helping them or assisting RMG
16 in making these changes to the website so that
17 they comply what the acquiring bank dictate?

18 A Yes.

19 Q If you look at the second page.

20 THE WITNESS: Could you go to page 2,
21 please.

22 A I'm there.

23 Q I believe what's happening is Mark Hosler is
24 responding to the email of Janelle by putting
25 his own comments under a copy and paste of her

Transcript of Brian Thomas Hill, Corporate Designee
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1 cream formula, however. No, our face cream is
2 completely natural and is formulated with herbal
3 natural ingredients," end quote.

4 And then beneath that, in parentheses,
5 Mr. Lieu states, "Don't talk about natural and
6 free of chemicals in anything," and below that
7 he says, "Let's replace the bold with this, Our
8 anti-aging skin cream uses ingredients that may
9 help reverse the signs of aging," end quote; do
10 you see that?

11 A Yes, I do.

12 Q Are these changes to the LaPura websites that
13 RMG is asking CodeClouds to make?

14 A Yes.

15 Q What's your understanding of why RMG wants these
16 changes made, if you have one?

17 A I would guess the -- the statements, or -- the
18 original statement of our face cream is
19 completely natural and is formulated with herbal
20 natural ingredients was too strong of a
21 statement, and it was out of -- potentially out
22 of compliance, so they had us replace it with
23 something that would be in compliance.

24 Q When you say "compliance," do you mean complying
25 with what the -- the acquiring bank issuing the

Transcript of Brian Thomas Hill, Corporate Designee
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1 MID would want on the website?

2 A That -- that would be -- I don't know who it's
3 ~~coming from, but potentially, yes.~~

4 Q These changes to the websites that CodeClouds is
5 making, and that we've gone over, did you
6 consult with Konnektive about them?

7 A No.

8 Q Would there be a reason to?

9 A No.

10 Q When you --

11 A I would say -- let me -- I would say the only
12 reason to if some sort of technical issue came
13 up between CRM and the website, that would be
14 the only reason for us to consult or reach out

15 to their support.

16 Q Did you see anybody from Konnektive listed on
17 any of these e-mails we've discussed today?

18 A No.

19 MR. QUEALLY: Well, at this time, subject to
20 any questions Mr. Covey may have, I have no
21 further questions.

22 MR. COVEY: Can we go off the record for a
23 minute?

24 MR. QUEALLY: Off the record.

25 VIDEOGRAPHER: Stand by. We are going off

Transcript of Brian Thomas Hill, Corporate Designee
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1 A Yes.

2 Q What does it mean when CodeClouds' is a partner
3 with a third-party company?

4 A So we typically -- we don't have any signed
5 agreements for partnerships. It's typically
6 just a -- a general -- general verbal agreement
7 between -- between the two companies.

8 It's -- it's typically -- and what we would
9 do is if we have a client -- on our end, if we
10 have a client that is looking for charge back
11 -- because we don't -- many of these things we
12 don't do.

13 So if a client needs a call center, or a
14 client is looking for a CRM, we would typically
15 send a recommendation over to like Konnektive,
16 or Sticky, or -- or one of our other partners.
17 And sometimes we'll send it out to a couple of
18 different intros, and we just allow the customer
19 to make the decision. After we make the
20 introductions, it's kind of up to them what they
21 want to choose.

22 Q Did Konnektive give you permission -- let me
23 rephrase that.

24 Did Konnektive get CodeClouds permission
25 to put Konnektive CRM on the CodeClouds partner

Transcript of Brian Thomas Hill, Corporate Designee
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1 directory website?

2 A I do -- I do not know if we have formal
3 permission for that.

4 Q Does CodeClouds have any communication with
5 Konnektive concerning referrals of clients?

6 MR. QUEALLY: Objection. Beyond the scope
7 of the deposition notice. Speculation.

8 MR. MICHMERHUIZEN: Same objection. Go
9 ahead.

10 A Okay. So in terms of -- in terms of referrals,
11 we -- we would give them a referral to them if
12 we think -- and, again, it would be typically an
13 email that we'd send to them and say, hey, this
14 is so and so is looking for -- is looking for a
15 CRM we think would be a good fit.

16 And so we would love to get that in return
17 from them, you know, if they have someone that
18 was using their CRM, and they need development
19 help, we would love to get referrals from them.
20 There is no formal agreement for that, but
21 that's -- that's what we would like.

22 Q When CodeClouds makes a referral to the
23 Konnektive CRM, who at Konnektive would -- would
24 CodeClouds introduce a customer to?

25 MR. QUEALLY: Objection. Lacks foundation.

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1 Calls for speculation. Incomplete hypothetical,
2 and beyond the scope.

3 MR. MICHMERHUIZEN: Same objection. Go
4 ahead.

5 A I -- I do not know who we are currently
6 connecting with there.

7 Q Do you know anybody that CodeClouds has made
8 referrals to in the past, at Konnektive?

9 MR. QUEALLY: Same objection, and assumes
10 facts.

11 A No.

12 Q Who at CodeClouds makes the recommendations to
13 clients for CRMs?

14 MR. QUEALLY: Beyond the scope.

15 A So that would most likely be from -- coming from
16 our sales team. They -- they go -- so that
17 would be Aaron Rhodes, our director of sales, or
18 one of our sale account managers, Spencer or
19 Josh.

20 Q I'm going to show you another document, P223.

21 (Deposition Exhibit P223 was marked for
22 identification.)

23 Q Do you recognize Exhibit P223?

24 A Yes.

25 Q This is another page from the CodeClouds

Transcript of Brian Thomas Hill, Corporate Designee
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1 to match the, like, the product ID or the -- or
2 set up products? Is that what you're asking?

3 Q Yeah. Basically, what I'm asking is, is you got
4 people who build the bank pages, right?

5 A Yeah.

6 Q Are the people who are CodeClouds' employees who
7 are building these bank pages, the same people
8 who are logging into RMG's account in
9 Konnektive?

10 A Yes.

11 MR. QUEALLY: Objection, calls for
12 speculation.

13 A Sorry. Sorry. Yes.

14 Q And so those people are doing reconfiguration in
15 Konnektive for RMG?

16 MR. QUEALLY: Objection, vague as to
17 configuration and incomplete, hypothetical.

18 A If there's a -- if they're tasked to do that,
19 then yes.

20 Q Okay. Chris, your witness.

21 - - -

22 REDIRECT EXAMINATION

23 - - -

24 MR. QUEALLY:

25 Q Mr. Hill, did CodeClouds get Konnektive written

Transcript of Brian Thomas Hill, Corporate Designee
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1 permission to use RMG's credentials to log in to
2 RMG's account?

3 A I do not know.

4 Q Well, conceivably, RMG could give its login
5 credentials to anybody for any reason, couldn't
6 it?

7 A Yes, it could.

8 Q Just like, you can give your login and password
9 to your email to anybody for any reason, right?

10 A Yes.

11 Q Let me go back, we've got a few things here.
12 I'd like to redirect your attention to what I
13 previously marked as Exhibit Number 1, and ask
14 our technician to post that.

15 Yeah, you gotta go back to --

16 A You gotta make it -- I don't really know I can
17 make it to the screen. Exhibit 1.

18 MR. QUEALLY: Page 17. Sorry, I was kinda
19 --

20 PD TECH BARRY: No, that's fine, sorry.
21 Thank you.

22 MR. QUEALLY: I can only do one thing.

23 PD TECH BARRY: One thing. I got it.

24 A One second here, this thing's got a -- Let me
25 just put off. Let's see. Okay, wait.

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

123

1 about are the actual landing pages that a
2 customer would see, correct?

3 MR. COVEY: Objection, leading.

4 Q You can answer.

5 A It would be the, yes, the first page the
6 customer would land on when they go to the site.

7 Q Where the disclosure box would be underneath the
8 checkout button?

9 MR. COVEY: Objection, leading.

10 Q You can answer.

11 A Yes.

12 Q Thank you. Can we -- make sure I do this all at
13 once. Those bank pages and landing pages that
14 Mr. Covey was talking about, did Konnektive
15 create any of them?

16 A No.

17 Q Okay. Did Konnektive assist CodeClouds in
18 creating them?

19 A No.

20 Q And with regards to all of those back and forth
21 messaging you saw on AgileLaw that Mr. Covey
22 showed you, did you see a representative from
23 Konnektive involved in those conversations?

24 A No.

25 Q Did CodeClouds consult with Konnektive about how

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

CERTIFICATE OF TRANSCRIBER

I, Jennifer Brennan, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.



Jennifer Brennan,
Court Reporter and Notary Public

Dated: March 24, 2024

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)

Exhibit B



Planet Depos[®]
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Transcript of Brian Thomas Hill, Corporate Designee

Date: March 7, 2024

Case: Tan -v- Quick Box, LLC, et al.

Planet Depos

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

LEANNE TAN, an individual, on)
behalf of herself and all)
persons similarly situated,) Case No.
Plaintiff,) 3:20-cv-1082 LL (DDL)
-vs-)
QUICK BOX, LLC, et al.,)
Defendants.)

DEPOSITION OF BRIAN THOMAS HILL,
CORPORATE DESIGNEE OF LONG TAIL CORPORATION
D/B/A CODECLOUDS

The deposition upon oral examination of
BRIAN THOMAS HILL, a witness produced and sworn before
Rhonda J. Hobbs, RPR, Notary Public in and for the
County of Hendricks, State of Indiana, taken on behalf
of the Defendants, at the offices of Barrett McNagny
LLP, 215 East Berry Street, Fort Wayne, Allen County,
Indiana, on the 7th day of March, scheduled to commence
at 8:47 a.m., pursuant to the Federal Rules of Civil
Procedure with written notice as to time and place
thereof.

Job No. 527966
Pages: 1 - 131

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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A P P E A R A N C E S

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ALSO PRESENT: Matthew Martorano (Attorney)
Tom Knuth (Attorney)

NOTE: The last two attorneys were on the phone
but did not participate. Even when the Videographer
asked everyone to identify themselves.

Transcript of Brian Thomas Hill, Corporate Designee

Conducted on March 7, 2024

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I N D E X

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Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

11

1 A Yes.

2 Q Have you reviewed some of the documents that
3 were in that production?

4 A I have.

5 Q What did you do to prepare yourself to testify
6 today as the corporate designee of CodeClouds?

7 A So I -- I reviewed the documents. I talked with
8 project managers and developers that worked on
9 the project during their time with -- of Rocket
10 Management Group, our engagement with them, and
11 then just spoke with my attorney as well.

12 Q You mentioned the name "Rocket Management
13 Group," as we go forward today, I am generally
14 going to refer to them as RNG -- RMG; is that
15 okay?

16 A That is fine.

17 Q Was RMG a client or customer of CodeClouds?

18 A Yes.

19 Q Okay. And could you tell me, what did
20 CodeClouds do for RMG?

21 A We developed websites for them, and then once we
22 developed those websites, they -- they would
23 come back with us with potential changes,
24 changes to the sites. We would set up -- we did
25 some server setup for them at the beginning, and

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

12

1 then -- other than that, that's -- that's
2 basically what we provided them.

3 Q And your understanding is RMG is a -- a
4 merchant?

5 A Yes.

6 Q And what do they sell?

7 A They sold -- they sold some nutraceuticals, so
8 typically it was like a lower -- lower skew on a
9 lot of products on each end of the site, so
10 maybe two or three products per site. And it
11 would typically be like -- like they had a diet
12 product which was like -- which is based on Keto
13 diet, so a supplement you might -- you might
14 take to help with that.

15 They got into some supplements that would do
16 for like brain -- brain enhancement. They -- I
17 believe they did some supplements for
18 testosterone, and then -- and just - so various
19 supplements like that. And then they also got
20 into doing some scream (ph) -- like skin cream
21 type products.

22 Q Were -- were the skin cream type products under
23 the brand name LaPura?

24 A Yes.

25 Q Do you know a man named Mark Hosler,

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

15

1 Q So this is a Skype chat between --

2 A Between Mark and Janelle, the -- the first part
3 of it. I'm -- I haven't scrolled down, but I
4 can see.

5 Q Are these Skype chats between Mark Hosler of
6 CodeClouds and representatives of RMG?

7 A Yes.

8 Q And those representatives, as far as you know,
9 are Janelle Zuniga and Kiet Lieu?

10 A Yes.

11 Q What I would like you to do is flip to the
12 fourth page, and maybe if the technician can do
13 it faster, if you can flip to the fourth page.
14 The top of the page has the first entry of Kiet,
15 K-I-E-T, 12:31 p.m.?

16 A I see it.

17 Q And if you --

18 A Are these on 8 and a half by 11 pages? If they
19 are, you could -- the technician is free to like
20 change it to like -- so I can see the full page,
21 I think. I can -- I should be able to read it
22 just fine. Yep, I can still read that.

23 Q In the middle of the page, there's a message
24 from Janelle at 2:10 p.m. and she says, "2nd
25 Corp - Health Skin and Body JB, Inc. (Row 8)";

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

16

1 do you see that?

2 A I do.

3 Q Is this -- is that a company for which
4 CodeClouds created a website?

5 A Yes.

6 Q And can you tell me, just generally, what is
7 entailed in creating a website?

8 A Sure. So what we would -- what we would do is
9 they would have -- they had -- they had many
10 corps, like they would create a business,
11 create -- they would create a corp, a business,
12 and then they would have four or five merchant
13 accounts underneath that, and they -- and they
14 would task the developer and develop -- in
15 building a site out for each -- each one of
16 those merchant accounts.

17 So what -- what the developer would do, we
18 would typically -- we had a -- we had a -- and
19 we still do, we have a product called Unify CMS,
20 which is a content management system, but it was
21 previously called El Minara, which you've
22 probably have seen in the documents, and
23 we -- we re-branded it a few years ago, and then
24 it's now called Unify.

25 So it would -- and it's -- it's a content

Transcript of Brian Thomas Hill, Corporate Designee

Conducted on March 7, 2024

17

1 management system which allows you to -- to
2 build out websites. It makes our developers a
3 little more efficient, their building more
4 consistent in our -- consistent in our coding.
5 So -- and there's some -- there's some
6 integrations in it that -- that we can
7 connect -- and, for instance, like
8 Konnektive -- Konnektive or other CRMs. Rather
9 than having to code that each time, we would be
10 able to just click a couple of buttons and be
11 able to -- and be able to be connected to the
12 software.

13 So what the developer would do, once they
14 were tasked out with that, we would typically
15 use a template -- so we have templates -- other
16 content management systems, like WordPress or
17 Squarespace, would -- they might call them
18 themes or templates.

19 So we would take a template, and then -- a
20 template meaning might have a particular general
21 look to it, like header, footer, the way the
22 product might show up on the page. And then the
23 developer would then take assets that were given
24 to us from Rocket Management Group, like -- like
25 logo, color scheme, prop, like what the -- what

Transcript of Brian Thomas Hill, Corporate Designee

Conducted on March 7, 2024

18

1 the products are, price points of the products,
2 so we would get that from them.

3 Copy, any type of copy that -- that's going
4 to go on the page, and then the developer would
5 go in and basically build out the website, so
6 change -- put -- put the logo in,
7 re-brand -- re-brand the site. And then it
8 would connect in to Konnektive, so we'd have to
9 match -- we'd have to match whatever products.
10 So they -- they do a -- put a campaign into
11 Konnektive, along with the products, and then we
12 would match -- match those product IDs in El
13 Minara.

14 Then once we would -- once they would do
15 that and we get it all connected and working,
16 then we would go through and -- it's a full
17 functioning ecommerce website, we would -- we
18 would go through, run some test transactions,
19 make sure it's working, and then encourage them
20 to -- to test it, and then it would go live.

21 Q You mentioned a phrase in your response, words
22 to the effect, "it would connect into
23 Konnektive;" now do you meant that CodeClouds
24 would somehow hook up these websites to the
25 Konnektive CRM through application programming

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

20

1 document -- or could we have the technician do
2 it?

3 A Yes, please. Okay, we're there.

4 Q Okay. At the bottom of this document, or on the
5 last third of the page, there's a message from
6 Janelle, at 6:32 p.m. And she says, quote,
7 "Mark, Hi Mark, I need to make another urgent
8 request to update sites for Dietary Supplements,
9 NS, Inc." Then there's a greater than sign.

10 A Uh-huh.

11 Q And it states, "Product is advertised as skin
12 serum however product packaging is a cream
13 bottle," end quote.

14 A Uh-huh.

15 Q And then you skip down four messages to
16 6:38 p.m., it says, from Janelle, "Can you
17 please change the verbiage 'Face Cream' to
18 'Serum' on the Image."

19 A Uh-huh.

20 Q And below that is a message from Mark, at
21 7:03 p.m. stating, quote, "I've updated the

22 wording on the bottle to say "Serum'," end
23 quote; do you see that?

24 A Yes.

25 Q Is this an example of Mark, you know, making

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

1 changes to a web page for RMG -- well, that's my
2 question?

3 A Yes. Yes, it is.

4 Q And so this is some of the things that -- that
5 CodeClouds did for -- for RMG?

6 A Yes.

7 Q And the change that Mark is making here would
8 have been to the URL
9 skinrejuvenation-lapuras.com?

10 A Is that on the next.

11 Q No, it's the third from the bottom.

12 A Third from the bottom. Yes, it would have been.

13 Q All right.

14 MR. QUEALLY: Mr. Technician, can we go to
15 page 13?

16 A We're there.

17 Q In the middle of the page there is a message
18 there, at 3:10 p.m., from Janelle. Again, she
19 says, quote, "Hi, Mark, can you please make the
20 following update to all sites for Health Skin
21 and Body JB, Inc., (Row 9) Terms & Conditions in
22 Section 14. Arbitration should mention, quote,
23 the American Arbitration Association can be
24 contacted by phone, 800-778-7879," end quote; do
25 you see that?

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

23

1 Q -- do you see there's a discussion on this page,
2 between Janelle and Mark about URLs pertaining
3 to LaPura?

4 A Yes.

5 Q About a third of the way down the page Janelle
6 says at 2:08 p.m. "Let's take the verbiage from
7 the T&C Trial Terms and put it in a disclosure
8 box underneath the Checkout Button"; end quote;
9 do you see that?

10 A I do.

11 Q Is it -- is it your understanding that what RMG
12 is asking CodeClouds to do, in 2019, is to make
13 sure the trial terms and conditions are listed
14 in a disclosure box at the checkout point on a
15 website?

16 A Yes.

17 Q And did CodeClouds do that for the LaPura
18 websites?

19 A Yes.

20 MR. MICHMERHUIZEN: Objection. Vague.

21 Q Further down, at 2:10 p.m., Mark says, "Hi,
22 Janelle, sounds like we need the trial terms on
23 the landing page; correct?" And Janelle
24 responds, "yes. Correct"; do you see that?

25 A Yes.

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 campaigns," can you tell me what that means?

2 A That means that we -- we would have turned it
3 on, and I -- I -- what I -- I don't remember if
4 Konnektive had the ability, but typically
5 something like Kount -- potentially like
6 Konnektive had the ability to -- to activate
7 that.

8 So then -- so then Kiet or RMG would have
9 gotten an account with Kount, and then we would
10 have integrated it into the websites.

11 Q The websites that we've been discussing,
12 did -- to your knowledge, did Konnektive create
13 them?

14 A No.

15 Q Do you have a code package that's prebuilt for
16 those third-party CRMs?

17 A In terms of like integrating into them?

18 Q Yes.

19 A Yes.

20 Q And what is that?

21 A It's -- it's currently called Unify. It was
22 previously called El Minara.

23 Q What would it have been called in 2019?

24 A El Minara.

25 Q Okay.

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 compliance requirements from
2 potentially -- potentially their bank, and then
3 for -- for a merchant account, some additional
4 requirements. And so she's asking us to
5 implement -- it looks like there's
6 three -- three different sets of requirements
7 that -- or changes that she wants done, and
8 she's asking us to implement those into the
9 sites.

10 Q In -- in other words, the -- the acquiring bank
11 that you presumed issued their merchant
12 identification number is dictating compliance
13 for purposes of their website; correct?

14 A Yes.

15 Q And CodeClouds is helping them or assisting RMG
16 in making these changes to the website so that
17 they comply what the acquiring bank dictate?

18 A Yes.

19 Q If you look at the second page.

20 THE WITNESS: Could you go to page 2,
21 please.

22 A I'm there.

23 Q I believe what's happening is Mark Hosler is
24 responding to the email of Janelle by putting
25 his own comments under a copy and paste of her

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 cream formula, however. No, our face cream is
2 completely natural and is formulated with herbal
3 natural ingredients," end quote.

4 And then beneath that, in parentheses,
5 Mr. Lieu states, "Don't talk about natural and
6 free of chemicals in anything," and below that
7 he says, "Let's replace the bold with this, Our
8 anti-aging skin cream uses ingredients that may
9 help reverse the signs of aging," end quote; do
10 you see that?

11 A Yes, I do.

12 Q Are these changes to the LaPura websites that
13 RMG is asking CodeClouds to make?

14 A Yes.

15 Q What's your understanding of why RMG wants these
16 changes made, if you have one?

17 A I would guess the -- the statements, or -- the
18 original statement of our face cream is
19 completely natural and is formulated with herbal
20 natural ingredients was too strong of a
21 statement, and it was out of -- potentially out
22 of compliance, so they had us replace it with
23 something that would be in compliance.

24 Q When you say "compliance," do you mean complying
25 with what the -- the acquiring bank issuing the

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 MID would want on the website?

2 A That -- that would be -- I don't know who it's
3 ~~coming from, but potentially, yes.~~

4 Q These changes to the websites that CodeClouds is
5 making, and that we've gone over, did you
6 consult with Konnektive about them?

7 A No.

8 Q Would there be a reason to?

9 A No.

10 Q When you --

11 A I would say -- let me -- I would say the only
12 reason to if some sort of technical issue came
13 up between CRM and the website, that would be
14 the only reason for us to consult or reach out

15 to their support.

16 Q Did you see anybody from Konnektive listed on
17 any of these e-mails we've discussed today?

18 A No.

19 MR. QUEALLY: Well, at this time, subject to
20 any questions Mr. Covey may have, I have no
21 further questions.

22 MR. COVEY: Can we go off the record for a
23 minute?

24 MR. QUEALLY: Off the record.

25 VIDEOGRAPHER: Stand by. We are going off

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 A Yes.

2 Q What does it mean when CodeClouds' is a partner
3 with a third-party company?

4 A So we typically -- we don't have any signed
5 agreements for partnerships. It's typically
6 just a -- a general -- general verbal agreement
7 between -- between the two companies.

8 It's -- it's typically -- and what we would
9 do is if we have a client -- on our end, if we
10 have a client that is looking for charge back
11 -- because we don't -- many of these things we
12 don't do.

13 So if a client needs a call center, or a
14 client is looking for a CRM, we would typically
15 send a recommendation over to like Konnektive,
16 or Sticky, or -- or one of our other partners.
17 And sometimes we'll send it out to a couple of
18 different intros, and we just allow the customer
19 to make the decision. After we make the
20 introductions, it's kind of up to them what they
21 want to choose.

22 Q Did Konnektive give you permission -- let me
23 rephrase that.

24 Did Konnektive get CodeClouds permission
25 to put Konnektive CRM on the CodeClouds partner

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 directory website?

2 A I do -- I do not know if we have formal
3 permission for that.

4 Q Does CodeClouds have any communication with
5 Konnektive concerning referrals of clients?

6 MR. QUEALLY: Objection. Beyond the scope
7 of the deposition notice. Speculation.

8 MR. MICHMERHUIZEN: Same objection. Go
9 ahead.

10 A Okay. So in terms of -- in terms of referrals,
11 we -- we would give them a referral to them if
12 we think -- and, again, it would be typically an
13 email that we'd send to them and say, hey, this
14 is so and so is looking for -- is looking for a
15 CRM we think would be a good fit.

16 And so we would love to get that in return
17 from them, you know, if they have someone that
18 was using their CRM, and they need development
19 help, we would love to get referrals from them.
20 There is no formal agreement for that, but
21 that's -- that's what we would like.

22 Q When CodeClouds makes a referral to the
23 Konnektive CRM, who at Konnektive would -- would
24 CodeClouds introduce a customer to?

25 MR. QUEALLY: Objection. Lacks foundation.

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 Calls for speculation. Incomplete hypothetical,
2 and beyond the scope.

3 MR. MICHMERHUIZEN: Same objection. Go
4 ahead.

5 A I -- I do not know who we are currently
6 connecting with there.

7 Q Do you know anybody that CodeClouds has made
8 referrals to in the past, at Konnektive?

9 MR. QUEALLY: Same objection, and assumes
10 facts.

11 A No.

12 Q Who at CodeClouds makes the recommendations to
13 clients for CRMs?

14 MR. QUEALLY: Beyond the scope.

15 A So that would most likely be from -- coming from
16 our sales team. They -- they go -- so that
17 would be Aaron Rhodes, our director of sales, or
18 one of our sale account managers, Spencer or
19 Josh.

20 Q I'm going to show you another document, P223.

21 (Deposition Exhibit P223 was marked for
22 identification.)

23 Q Do you recognize Exhibit P223?

24 A Yes.

25 Q This is another page from the CodeClouds

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 to match the, like, the product ID or the -- or
2 set up products? Is that what you're asking?

3 Q Yeah. Basically, what I'm asking is, is you got
4 people who build the bank pages, right?

5 A Yeah.

6 Q Are the people who are CodeClouds' employees who
7 are building these bank pages, the same people
8 who are logging into RMG's account in
9 Konnektive?

10 A Yes.

11 MR. QUEALLY: Objection, calls for
12 speculation.

13 A Sorry. Sorry. Yes.

14 Q And so those people are doing reconfiguration in
15 Konnektive for RMG?

16 MR. QUEALLY: Objection, vague as to
17 configuration and incomplete, hypothetical.

18 A If there's a -- if they're tasked to do that,
19 then yes.

20 Q Okay. Chris, your witness.

21 - - -

22 REDIRECT EXAMINATION

23 - - -

24 MR. QUEALLY:

25 Q Mr. Hill, did CodeClouds get Konnektive written

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

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1 permission to use RMG's credentials to log in to
2 RMG's account?

3 A I do not know.

4 Q Well, conceivably, RMG could give its login
5 credentials to anybody for any reason, couldn't
6 it?

7 A Yes, it could.

8 Q Just like, you can give your login and password
9 to your email to anybody for any reason, right?

10 A Yes.

11 Q Let me go back, we've got a few things here.
12 I'd like to redirect your attention to what I
13 previously marked as Exhibit Number 1, and ask
14 our technician to post that.

15 Yeah, you gotta go back to --

16 A You gotta make it -- I don't really know I can
17 make it to the screen. Exhibit 1.

18 MR. QUEALLY: Page 17. Sorry, I was kinda
19 --

20 PD TECH BARRY: No, that's fine, sorry.
21 Thank you.

22 MR. QUEALLY: I can only do one thing.

23 PD TECH BARRY: One thing. I got it.

24 A One second here, this thing's got a -- Let me
25 just put off. Let's see. Okay, wait.

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

123

1 about are the actual landing pages that a
2 customer would see, correct?

3 MR. COVEY: Objection, leading.

4 Q You can answer.

5 A It would be the, yes, the first page the
6 customer would land on when they go to the site.

7 Q Where the disclosure box would be underneath the
8 checkout button?

9 MR. COVEY: Objection, leading.

10 Q You can answer.

11 A Yes.

12 Q Thank you. Can we -- make sure I do this all at
13 once. Those bank pages and landing pages that
14 Mr. Covey was talking about, did Konnektive
15 create any of them?

16 A No.

17 Q Okay. Did Konnektive assist CodeClouds in
18 creating them?

19 A No.

20 Q And with regards to all of those back and forth
21 messaging you saw on AgileLaw that Mr. Covey
22 showed you, did you see a representative from
23 Konnektive involved in those conversations?

24 A No.

25 Q Did CodeClouds consult with Konnektive about how

Transcript of Brian Thomas Hill, Corporate Designee
Conducted on March 7, 2024

CERTIFICATE OF TRANSCRIBER

I, Jennifer Brennan, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.



Jennifer Brennan,
Court Reporter and Notary Public

Dated: March 24, 2024

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)

Exhibit C



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Transcript of Kerrie Merrifield

Date: March 14, 2024

Case: Tan -v- Quick Box, LLC, et al.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

----- x
LEANNE TAN, individually and :
on behalf of all other :
similarly situated, : Case No.
Plaintiff, : 3:20-cv-01082-LL-
v. : DDL
QUICK BOX LLC et al., :
Defendants. :
----- x

Deposition of KERRIE MERRIFIELD
Conducted Virtually
Thursday, March 14, 2024
9:31 a.m. PST

Job No.: 530106
Pages: 1 - 123
Reported By: Rhonda Norberg, RPR
CSR No. 9265, CCRR No. 185

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

1 Deposition of KERRIE MERRIFIELD, conducted
2 virtually.

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9 Pursuant to notice, before Rhonda Norberg,
10 Certified Shorthand Reporter No. 9265, CCRR No. 185
11 in and for the State of California.

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Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

CYCLONE COVEY, ESQUIRE, ESQUIRE
KNEUPPER & COVEY PC
4475 Peachtree Lakes Drive
Berkeley Lake, Georgia 30096

ON BEHALF OF THE DEFENDANTS:

CHRISTOPHER B. QUEALLY, ESQUIRE
GORDON REES SCULLY MANSUKHANI, LLP
5 Park Plaza
Suite 1100
Irvine, California 92614
949.255.6975

ALSO PRESENT:

KIERAN MORRISON - Videoconference Tech

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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I N D E X

WITNESS: KERRIE MERRIFIELD

EXAMINATION	PAGE
BY MR. QUEALLY	5

EXHIBITS

EXHIBIT NO.	DESCRIPTION	PAGE
1	Curriculum Vitae	103
2	Expert Report	24
3	Killingsworth Scope and Approach	80
4	Deposition Excerpts	111
5	KK Numbers Versus KM Numbers	120
6	Declaration of Kevin Killingsworth	79
7	Declaration of Tom Knuth	77

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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1 A Right.

2 But you're talk- -- I'm -- I just want to
3 clarify if you're stating verify that the data in there
4 is good or verify the data -- like, for example, if it's
5 all numerical data or if there's, you know, spaces or
6 things like that.

7 I'm just trying to clarify that distinction of
8 validating the data.

9 Q The former.

10 A If the data in there was correct?

11 Q Yes.

12 Did you validate that?

13 A No.

14 That was not part of the scope of my
15 engagement, verifying that data.

16 Q The data that was in those spreadsheets, do you
17 know where it came from?

18 A I obtained it through counsel.

19 Q Do you know where he or she got it?

20 A They would have to let you know that.

21 I know one of them was part of the backup for
22 the Tom Knuth, his work he did.

23 Q Well, do you know where Tom Knuth drew the data
24 that's in those spreadsheets?

25 A I would -- you would have to ask him.

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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1 Q Did you do anything to investigate that?

2 A No.

3 Q Would that matter to you, whether that -- where
4 that data came from in the spreadsheets?

5 A I -- I'm actually not -- could it -- would it
6 matter to me?

7 When I get data like this, I -- and I get any
8 document or data, I work on the assumption that the
9 attorney got it from a source that they -- that's the
10 data they want me to work with, so I work with the data
11 that's provided to me, but it was not part of the scope
12 of my engagement to find the original source of the
13 data.

14 Q Was it part of your -- the scope of your
15 engagement to validate the financial data for
16 transactions that are depicted in those spreadsheets?

17 A That was not part of the scope of my
18 engagement.

19 Q If -- if that was part of your engagement, how
20 would you go about doing it?

21 A That -- that -- that wasn't part of my
22 engagement. I'd -- I'd have to really kind of sit down
23 and -- and look at the data in ways that I could
24 validate it. That's not something I did in this case.

25 Q Well, you understand -- you -- you had

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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1 information about the case.

2 Q Well, if you want information about a case,
3 wouldn't you agree that it's more reliable to review
4 deposition testimony under penalty of perjury and
5 discovery responses under oath rather than an unverified
6 complaint that was prepared by a lawyer?

7 A In this case, just the narrow scope, I had
8 enough information to be able to perform a data
9 analysis.

10 Q So because you had the complaint that was
11 provided to you by plaintiffs' counsel, that was enough
12 background information?

13 A I was just doing data -- data analysis on
14 several spreadsheets.

15 Q Well, are you going to testify about the
16 damages that the plaintiff class allegedly incurred?

17 A I'm going to testify to the amounts that I
18 calculated for different data points.

19 Q And those are data points that you did not
20 validate, true?

21 A Those were data points that were provided to me
22 based -- given the assumption that the -- these were
23 provided to him that they were good data points. There
24 were differences between the spreadsheets, so I
25 performed it on all three.

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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1 My analysis just pertains to what was contained
2 within those spreadsheets.

3 Q Well, I don't think I got an answer to my
4 question there.

5 My question is, your opinions are based on data
6 points in those spreadsheets which have not been
7 validated by you, true?

8 A I think it's a little bit broad to say
9 "validated" by me.

10 There was no independent verification of the
11 data contained therein.

12 Q Typically when you're retained to provide an
13 expert opinion on damages or to create a damages model,
14 do you try to validate the financial data you're given?

15 A Each case is different. It's a verification of
16 what data I'm provided. It -- it really is going to
17 depend on what I'm provided, what the scope of the
18 engagement is, and how much verification I need; so if
19 I'm given bank statements, there's going to be less
20 verification, or if I'm given -- it really is going to
21 depend in each matter.

22 Q Were you given bank statements in this case?

23 A No.

24 Q How much verification would you need or do you
25 need, to use your words, with regards to testifying

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

1 La Pura products?

2 A I'm not offering an opinion of if each
3 individual person was actually charged.

4 I'm offering an opinion on the -- analyzing the
5 data provided and the amounts, total charge for U.S.,
6 total charge of for California, the number of unique
7 customers in California and the U.S., with the data
8 provided.

9 Q Hypothetically, if your assignment was to
10 testify to a reasonable degree of certainty that the
11 credit cards of the class members were actually charged
12 for the La Pura products, how would you go about
13 completing that assignment?

14 A That's not something I can just answer right on
15 the spot. That would have -- I'd have -- I would have
16 to sit down and work on that hypothetical to formulate a
17 plan of action of how -- like I told you before, of how
18 I would proceed, what documents or information I would
19 need.

20 I -- I would need to work on an answer for
21 that.

22 Q Well, you -- you are sitting down. Let me ask
23 you this.

24 As part of that hypothetical assignment, would
25 you want to see credit card statements if the attorney

Transcript of Kerrie Merrifield
Conducted on March 14, 2024

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1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken
4 before me at the time and place herein set forth with
5 all participants appearing remotely; that any witnesses
6 in the foregoing proceedings, prior to testifying, were
7 duly sworn or affirmed; that a record of the proceedings
8 was made by me using machine shorthand, which was
9 thereafter transcribed under my direction; that the
10 foregoing transcript is a true record of the testimony
11 given.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a federal
14 case, before completion of the proceedings, review of
15 the transcript [] was [] was not requested.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee of
18 any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21

22 Dated: March 25th, 2024

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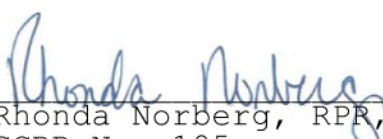

Rhonda Norberg, RPR, CSR No. 9265,
CCRR No. 185

Exhibit D



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****HIGHLY CONFIDENTIAL - UNDER PROTECTIVE ORDER****

Transcript of Joseph Libby

Date: March 22, 2024

Case: Tan -v- Quick Box, LLC, et al.

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Transcript of Joseph Libby
Conducted on March 22, 2024

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CERTIFICATE OF SHORTHAND REPORTER-NOTARY PUBLIC

I, Tiffany M. Pietrzyk, CSR RPR CRR, the officer before whom the foregoing deposition was taken, do hereby certify that the foregoing transcript is a true and correct record of the testimony given; that said testimony was taken by me stenographically and thereafter reduced to typewriting under my direction; that reading and signing was requested; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 31st of March, 2024.

Tiffany M. Pietrzyk

My commission expires:

February 28th, 2028

CERTIFICATE OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani LLP, 5 Park Plaza, Suite 1100, Irvine, CA 92614

On **January 13, 2025**, I served the within documents:

DECLARATION OF CHRISTOPHER B. QUEALLY IN SUPPORT OF KONNEKTIVE DEFENDANTS’ OPPOSITION TO MOTION FOR ATTORNEY’S FEES BY CLASS COUNSEL KNEUPPER & COVEY, PC

has been electronically served through the United States District Court, Southern District of California’s CM/ECF system which automatically generates a Notice of Electronic Filing at the time said document is filed to all CM/ECF Users who have appeared in this case. Service with this NEF constitutes service pursuant to FRCP 5(b)(E).

Gordon Rees Scully Mansukhani, LLP
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Thomas J. Tobin, Esq. Perkins Coie LLP 1201 Third Ave., Ste. 4900 Seattle, WA 98101 TTobin@perkinscoie.com Attorneys for Defendants Quick Box LLC and Chad Biggins	
--	--

All other parties have been served by placing the above-referenced document in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California on **January 13, 2025** addressed as set forth below pursuant to FRCP 5(b)(C):

Rocket Management Group, LLC 2000 S. Yale Street, Ste. G Santa Ana, CA 92704 Third Party Defendant, in Pro Se	Kiet Lieu 2000 S. Yale Street, Ste. G Santa Ana, CA 92704 Email: kiet@rocketmgmtgroup.com Third Party Defendant, in Pro Se
The "La Pura" Defendants 1017 L Street, #439 Sacramento, CA 95814	<i>Pro se</i> 1. Beautiful Skin and Health SL, Inc. 2. Coastal Beauty Care KV, Inc., 3. Coastal Health & Body TML, Inc. 4. Coastal Skin Care DC, Inc. 5. Complete Beautiful 6. Skin DT, Inc. 7. Complete Dietary Health DT, Inc. 8. Diet and Beauty Enterprise JB, Inc. 9. Dietary 8 Leaves TL, Inc. 10. Dietary Care Group MK, Inc. 11. Dietary Health Management SL, Inc. 12. Dietary Health Supplements ADN, Inc. 13. Dietary Health DL, Inc. 14. Dietary Mind & Body AR, Inc. 15. Dietary Pills TTH, Inc. 16. Dietary Supplements 8 Leaves TL, Inc. 17. Dietary Supplements NS, Inc. 18. DL Group, Inc. 19. EM Strength & Wellness Products, Inc. 20. EW Ideal Health Store, Inc. 21. EW Radiant Skin Store, Inc. 22. Fit and Slim Body OLO, Inc. 23. Fit Body Forever KZ, Inc. 24. Fit Lifestyle Enterprise JD, Inc.

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	25. Fitness & Health Supplements PKL Inc.
	26. Flawless Beauty Forever MC, Inc.
	27. Forever Beautiful Products KZ, Inc.
	28. Forever Beauty and Balance JL, Inc.
	29. Health & Body Care TN, Inc.
	30. Health & Skin Nutrition JLN, Inc.
	31. Health & Wellness Products EM, Inc.
	32. Health and Diet Products ISA, Inc.
	33. Health and Fitness Lifestyle JL, Inc.
	34. Health Enterprise AR, Inc.
	35. Health Enterprise LT, Inc.
	36. Health Skin and Beauty MAYA, Inc.
	37. Health Skin and Body JB, Inc.
	38. Healthy and Slim TT, Inc.
	39. Healthy Beautiful Skin JD, Inc.
	40. Healthy Body & Balance CD, Inc.
	41. Healthy Fit Lifestyle DC, Inc.
	42. Healthy Leaves TL, Inc.
	43. Healthy Lifestyle Diet JL, Inc.
	44. Healthy Skin Group TQH, Inc.
	45. Healthy Skin Lifestyle JB, Inc.
	46. Healthy Supplements MAYA, Inc.
	47. Ideal Skin & Health Care NA, Inc.
	48. Lasting Fitness & Beauty JLN, Inc.
	49. PKL Everlasting Beauty, Inc.
	50. Radiant Skin & Body Shop ATN, Inc.
	51. Remarkable Beauty TN, Inc.
	52. Remarkable Health Supply PO, Inc.
	53. Skin and Beauty NS, Inc.
	54. Skin Beauty & Health JN, Inc.
	55. Skin Beauty and Balance CD, Inc.
	56. Skin Beauty Products ISA, Inc.
	57. Skin Care Enterprise TTH, Inc.
	58. Skin Care Group MK, Inc.
	59. Skin Products Rubio, Inc.
	60. Strength & Fitness Lifestyle LT, Inc.
	61. Total Fitness & Health MC, Inc.
	62. Vibrant Face & Beauty Shop ATN, Inc.
	63. Total Health Supply TUA, Inc.

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

1 I hereby certify under penalty of perjury under the laws of the United States
2 of America that the above is true and correct.

3 Executed on **January 13, 2025** at Westminster, California.

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