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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

LEANNE TAN, Individually and On  
Behalf of All Others Similarly Situated,  
  
Plaintiffs,  
  
v.  
  
QUICK BOX, LLC, et al,  
  
Defendants.

Case No.: 3:20-cv-1082-LL-DDL

**PLAINTIFF’S MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT  
WITH KONNEKTIVE PARTIES**

**Date:**  
**Time:** \*  
**Ctrm:** 2B  
**Judge:** Hon. Linda Lopez

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

Complaint Filed: June 12, 2020

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**Cases**

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 26 559 F. Supp. 2d 1036 (N.D. Cal. 2007) ..... 21  
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1 No. 8:10ML2151 JVS (FMOx), 2012 U.S. Dist. LEXIS 189352 (C.D. Cal. Jan. 30,  
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1 **I. INTRODUCTION**

2 Plaintiff and the Konnektive Defendants (Konnektive LLC, Converging Resources  
3 Corporation, Konnektive Rewards LLC, Matthew Martorano, and Kathryn Martorano)  
4 have agreed to a Class Settlement to resolve the putative Class’s claims against those  
5 Defendants in exchange for a minimum of \$2 million and a maximum of \$5 million. That  
6 amount will be determined via a summary bench trial before Judge Leshner. This agreement  
7 came after a lengthy litigation period of more than four years, an Early Neutral Evaluation  
8 (ENE), and two separate mediations. Combined with the previous Quick Box settlement,  
9 the Konnektive settlement offers relief to the Class that exceeds the entirety of the actual  
10 damages. And the settlement does not waive claims against the La Pura Defendants, such  
11 that not only is the Class guaranteed this substantial recovery against what they lost, but  
12 they will have the opportunity to recover even more should Plaintiff’s counsel be successful  
13 in pursuing claims against those other Defendants. The reaction to the settlement has thus  
14 far been favorable—while the deadline has not passed for objections or exclusions, to date,  
15 no class members have objected or requested exclusion.

16 **II. RELEVANT FACTS**

17 This lawsuit was filed on June 12, 2020. Dkt. 1. Three separate groups of parties filed  
18 their own motions to dismiss. *See* dkts. 25, 29-34, 36-40. After an initial order on these  
19 motions by the Court, dkt. 88, Plaintiff filed a First Amended Complaint. Dkt. 89. Three  
20 separate motions to dismiss were again filed by each group of parties. *See* dkts. 94, 98, 99.  
21 The Court resolved those motions, dkt. 130, and the case has proceeded with discovery.  
22 This has involved formal or informal discovery motions and conferences on a large volume  
23 of issues. *See* dkts. 190, 218, 223, 246, 252, 284, 321. The case was stayed as Plaintiff dealt  
24 with a bankruptcy filing by Defendant Total Health Supply TUA, Inc. *See* dkts. 192-194.  
25 The lawsuit has been ongoing for more than four years to date.

26 Throughout the lawsuit, there have been both formal and informal efforts to settle the  
27 case. These efforts ranged from informal discussions to an Early Neutral Evaluation before  
28 Judge Butcher on June 30, 2021, dkt. 174; as well as a subsequent settlement conference

1 with Magistrate Judge Leshner, dkt. 345. Plaintiff and the Konnektive Parties then held a  
2 mediation with Antonio Piazza, a highly regarded mediator who assisted in negotiating the  
3 agreement between the parties.

4 After years of litigation, and multiple mediations, Plaintiff and the Konnektive  
5 Defendants have arrived at a settlement which will resolve the claims against those  
6 defendants in a way which is beneficial to the Class—and which Plaintiff requests be  
7 preliminarily approved by the Court, pending a final hearing after input from members of  
8 the Settlement Class. The parties have agreed to a Proposed Order which is attached.

9 The settlement provides a substantial monetary benefit to the Class: either \$2 million  
10 or \$5 million depending on the results of a bench trial on liability on the CLRA claim. Ex.  
11 1 at section III(5)(b). The settlement is straightforward. It does not contain any of the  
12 hallmarks of self-dealing (negotiated attorney’s fees which are disproportionate to the  
13 settlement, clear sailing provisions, or a reverter to the Defendants). It does not engage in  
14 any efforts to artificially inflate the value of the settlement, such as coupon settlements. Any  
15 money that is not distributed to the Class directly will go to a highly reputable non-profit,  
16 the National Consumer Law Center (“NCLC”). Class members will be eligible to receive  
17 up to three times the amount they paid for the La Pura products, depending on claims rates.  
18 Ex. 1 at section III ¶ 4(b). The settlement administrator, Epiq Class Action and Claims  
19 Solutions, was selected after a detailed interview with Class Counsel involving technical  
20 questions to ensure that they would be able to notify as many Class members as possible.  
21 And the settlement occurred not only after mediations with neutral mediators, but after a  
22 mediator’s proposal which both sides agreed to—something that courts have held is a strong  
23 signal of a fair settlement that is not a product of any kind of self-dealing.

24 **III. SETTLEMENT ADMINISTRATION**

25 Since preliminary approval, the settlement is in the process of being administered, and  
26 notice has been sent to class members.

27  
28

1           **A. Class Notice**

2           The Settlement Administrator complied with the notice procedures set forth in the  
3 Settlement Agreement and Preliminary Approval Order. Decl. of C. Azari at ¶ 10. After  
4 receiving files produced in this litigation, and comparing those files, the Settlement  
5 Administrator created a list of 49,530 class members based on results from the Quick Box  
6 settlement notice process. An Email Notice was sent to all identified Class Members for  
7 whom a valid email address was available, and a Postcard Notice was sent via USPS first  
8 class mail to all identified Class Members for whom an Email Notice was either unavailable  
9 or undeliverable after multiple attempts. *Id.* at 10-12. The e-mails followed industry best  
10 practices to avoid spam filters and undeliverable messages. *Id.*

11           The Settlement Administrator sent postcard notice to 9,991 individuals as a  
12 supplemental notice or to individuals for whom the e-mails were determined to be  
13 undeliverable after the Quick Box notice process. *Id.* at ¶ 12. The Settlement Administrator  
14 estimates that 96.3% of the identified class members have been reached by the e-mails and  
15 postcards. *Id.* at ¶ 15.

16           **B. No Objections or Requests for Exclusion To Date**

17           As of December 27, 2024, there have been no objections to the settlement and no  
18 requests for exclusion. *Id.* at ¶ 22.

19           While these numbers are not final, a lack of objections weighs in favor of approval.  
20 For example, in *Klee v. Nissan N. Am., Inc.*, No. CV 12-08238 AWT (PJWx), 2015 U.S.  
21 Dist. LEXIS 88270 at \*28-29 (C.D. Cal. July 7, 2015), a total of 121 class members opted  
22 out and 14 objected out of 19,300 notices. The court found that “[d]ue to the small number  
23 of objections and opt-outs, the court finds that this factor weighs in favor of approval.” *Id.*  
24 In *Churchill Vill. v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004), the 9th Circuit approved  
25 a settlement where 45 of 90,000 class members objected and 500 class members opted out.  
26 “A court may appropriately infer that a class action settlement is fair, adequate, and  
27 reasonable when few class members object to it.” *Ross v. Trex Co.*, No. 09-cv-00670-JSW,  
28 2013 U.S. Dist. LEXIS 177718 at \*12-13 (N.D. Cal. Dec. 16, 2013). *See also Khoja v.*

1 *Orexigen Therapeutics*, No. 15-cv-00540-JLS-AGS, 2021 U.S. Dist. LEXIS 230105 at \*24-  
2 25 (S.D. Cal. Nov. 30, 2021) (“Considering the number of Notice Packets mailed to  
3 potential Class Members and the fact that zero objections have been filed, the Court finds  
4 that the reaction of the Class Members to the Settlement weighs in favor of approving the  
5 Settlement.”); *Cifuentes v. Ceva Logistics U.S., Inc.*, No. 3:16-cv-01957-H-DHB, 2017 U.S.  
6 Dist. LEXIS 176279 at \*17 (S.D. Cal. Oct. 23, 2017) (“It is established that the absence of  
7 a large number of objections to a proposed class action settlement raises a strong  
8 presumption that the terms of a proposed class settlement action are favorable to the class  
9 members.”) (quoting *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D.  
10 523, 529 (C.D. Cal. 2004)).

#### 11 **IV. THE CLASS SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

12 “Assessing a settlement proposal requires the district court to balance a number of  
13 factors: the strength of the plaintiffs' case; the risk, expense, complexity, and likely duration  
14 of further litigation; the risk of maintaining class action status throughout the trial; the  
15 amount offered in settlement; the extent of discovery completed and the stage of the  
16 proceedings; the experience and views of counsel; the presence of a governmental  
17 participant; and the reaction of the class members to the proposed settlement.” *Hanlon v.*  
18 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) “To survive appellate review, the  
19 district court must show it has explored comprehensively all factors.” *Id.* Federal Rule of  
20 Civil Procedure 23(e)(2) as amended in 2018 adds additional factors that must be  
21 considered: whether “the class representatives and class counsel have adequately  
22 represented the class,” “the proposal was negotiated at arm's length,” “the relief provided  
23 for the class is adequate” taking into account certain factors, and whether “the proposal  
24 treats class members equitably relative to each other.”

25 “[T]here is a strong judicial policy that favors settlements, particularly where complex  
26 class action litigation is concerned.” *Briseño v. Henderson*, 998 F.3d 1014, 1031 (9th Cir.  
27 2021) (quoting *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). Plaintiff  
28 submits that on these facts, the proposed settlement with the Konnektive Defendants (which

1 will be a minimum of \$2 million, and a maximum of \$5 million), when combined with a  
2 settlement with the Quick Box Defendants for \$5.5 million, is not only a reasonable  
3 settlement, but an excellent result for the Class that guarantees them a substantial recovery  
4 which exceeds the actual damages in this case.

5 **A. The Proposed Bench Trial Is In The Interests of the Class**

6 The settlement proposes a bench trial before Magistrate Judge Leshner on the issue of  
7 liability on Plaintiff’s CLRA claim. This proposal—which was submitted as a mediator’s  
8 proposal and accepted by Plaintiff and the Konnektive Defendants—is a fair method of  
9 arriving at reasonable damages for the nationwide Class.

10 The proposed bench trial bears some resemblance to a bellwether trial used in mass  
11 torts or multi-District litigation (“MDL”). In that context, “[t]he method of selecting test  
12 cases for trial is ‘limited only by the ingenuity of each . . . court and the coordinating  
13 attorneys.’” *Collazo v. WEN by Chaz Dean, Inc.*, No. 2:15-CV-01974-ODW-AGR, 2018  
14 U.S. Dist. LEXIS 116509 at \*17 (C.D. Cal. July 12, 2018) (quoting ELDON E. FALLON ET.  
15 AL., *Bellwether Trials in Multidistrict Litigation*, 82 Tul. L. Rev. 2323, 2337 (2008)).

16 “The notion that the trial of some members of a large group of claimants may provide  
17 a basis for enhancing prospects of settlement or for resolving common issues or claims is a  
18 sound one that has achieved general acceptance by both bench and bar.” *In re Hydroxycut*  
19 *Mktg. & Sales Practice Litig.*, No. 3:09-md-2087-BTM(KSC), 2012 U.S. Dist. LEXIS  
20 93282 at \*50 (S.D. Cal. June 28, 2012) (quoting *In re Chevron U.S.A., Inc.*, 109 F.3d 1016,  
21 1019 (5th Cir. 1997)).

22 The ability to hold a trial on one issue to expedite resolution is also generally authorized  
23 by Federal Rule of Civil Procedure 42(b): “For convenience, to avoid prejudice, or to  
24 expedite and economize, the court may order a separate trial of one or more separate issues,  
25 claims, crossclaims, counterclaims, or third-party claims.”

26 Bellwether trials have been used in class actions previously by agreement of the parties.  
27 *See Abrams v. Nucor Steel Marion, Inc.*, 694 F. App’x 974, 977 (6th Cir. 2017)  
28 (unpublished) (describing bellwether process used in class action). In a consumer class

1 action involving the law of numerous states, the Southern District of New York adopted a  
2 bellwether class action trial process in which an initial group of state law claims from three  
3 states would be tried as bellwethers to provide settlement information for the remaining  
4 state law classes. *In re GM LLC Ignition Switch Litig.*, 407 F. Supp. 3d 212, 216-17  
5 (S.D.N.Y. 2019) (describing bellwether process). Similarly, a court in the District of  
6 Maryland applied a bellwether process to a Motion to Dismiss that involved consumer class  
7 action claims from a large number of states. *In re Marriott Int'l, Inc.*, 440 F. Supp. 3d 447  
8 (D. Md. 2020). In that case, the parties selected a subset of class representatives and a subset  
9 of their claims to act as a bellwether as to the validity of the Motion to Dismiss. *Id.* Another  
10 court in the Central District of California noted that it had adopted a bellwether process in  
11 a class action case. *In re Toyota Motor Corp. Unintended Acceleration Mktg.*, No.  
12 8:10ML2151 JVS (FMOx), 2012 U.S. Dist. LEXIS 189352 at \*4-5 (C.D. Cal. Jan. 30,  
13 2012).

14 The mediator's proposal in this case was designed to bridge the gap between the parties  
15 in their assessments of the strength of their cases (and thus the potential range of damages).  
16 Where both parties believe their case to be strong, it is difficult to fashion a settlement. The  
17 settlement here proposes to use a short bench trial on one issue—liability under Plaintiff's  
18 CLRA claims—to test the strength of the parties' respective claims and defenses. The  
19 CLRA claims were selected because (1) they are simpler to try than a RICO claim or the  
20 other alternatives; and (2) the parties deemed it highly likely to provide information which  
21 would determine the strength of all of the claims in the case. While the elements and law  
22 regarding the claims at issue is not identical, the point of the proposed trial is to gather such  
23 information. The parties have agreed that if Plaintiff wins this proposed trial, the total  
24 damages for the class nationwide will be \$5 million. This is because, if the Plaintiff wins, it  
25 suggests that Plaintiff was correct in her assessment of the strength of the claims as a whole.  
26 The parties have also agreed that if Plaintiff loses this proposed trial, the damages will be  
27 \$2 million—because again, if Plaintiff loses, it suggests the Konnektive Defendants were  
28 correct in their own assessment as to the weakness of the claims as a whole.

1 Plaintiff believes this process is fair to the Class as a whole. While the claim to be tried  
2 is under California law, if the Plaintiff cannot prevail on liability as to this claim, it suggests  
3 that it would be difficult to prevail on the other claims as well, including the federal law  
4 RICO claim. A loss on liability for the CLRA claim would suggest that a lower settlement  
5 to resolve the claims as a whole is, in fact, fair. And similarly, although a win on liability  
6 for the CLRA claim does not guarantee a win on similar claims under RICO, it would  
7 suggest that those claims are more valuable and should be settled for a higher value. Plaintiff  
8 also believes that the settlement amounts proposed are fair, as discussed further below. The  
9 \$2 million figure acts as a floor which guarantees a recovery to the Class even if their claims  
10 are determined to be weaker than Plaintiff expects.

11 The proposed process would consume significantly less resources on the part of the  
12 Court than a full-blown jury trial on all of the claims. Plaintiff and the Konnektive  
13 Defendants have agreed to allow Magistrate Judge Leshner to fashion appropriate  
14 procedures for the bench trial.

15 **B. The Strength of the Plaintiff’s Case**

16 Even where a court believes a Plaintiff’s case to be strong, courts have still held this  
17 factor to weigh in favor of settlement where the litigation is complex. *See Jeter-Polk v.*  
18 *Casual Male Store, LLC*, No. EDCV 14-891-VAP (DTBx), 2016 U.S. Dist. LEXIS 204837  
19 at \*8-9 (C.D. Cal. June 29, 2016) (considering the case to be strong, but subject to “risks  
20 and costs associated with future complex litigation”). Courts have recognized the inherent  
21 risks in litigation, even where a party believes its case to be strong. *Shahbazian v. Fast Auto*  
22 *Loans*, No. 2:18-cv-03076-ODW (KSx), 2019 U.S. Dist. LEXIS 231416 at \*18 (C.D. Cal.  
23 June 20, 2019) (“Here, as with most class actions, there is risk to both parties in continuing  
24 towards trial.”).

25 While Plaintiff believes her substantive case to be very strong, there is always an  
26 inherent risk of losing. Absent settlement approval, Plaintiff still has to defeat a pending  
27 motion to decertify the Class, survive the pending *Daubert* motions, survive the remaining  
28 summary judgment motion, win a jury trial, and win an anticipated appeal. There are risks

1 inherent to litigation that this settlement avoids by providing certainty and damages awards  
2 to the Class.

3 **C. The Risk, Expense, Complexity, and Likely Duration of Further**  
4 **Litigation**

5 “In most situations, unless the settlement is clearly inadequate, its acceptance and  
6 approval are preferable to lengthy and expensive litigation with uncertain results.” *Nat'l*  
7 *Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (quoting  
8 4 A Conte & H. Newberg, *Newberg on Class Actions*, § 11:50 at 155 (4th ed. 2002)).  
9 “Immediate receipt of money through settlement, even if lower than what could potentially  
10 be achieved through ultimate success on the merits, has value to a class, especially when  
11 compared to risky and costly continued litigation.” *In re Celera Corp. Sec. Litig.*, No. 5:10-  
12 cv-02604-EJD, 2015 U.S. Dist. LEXIS 157408 at \*16 (N.D. Cal. Nov. 20, 2015). “It has  
13 been held proper to take the bird in hand instead of a prospective flock in the bush.” *Couser*  
14 *v. Comenity Bank*, 125 F. Supp. 3d 1034, 1041 (S.D. Cal. 2015) (citations omitted).

15 As described above, there are significant risks, even if Plaintiff believes the case on  
16 the merits to be strong. Other courts have recognized that “RICO claims are complex claims  
17 that are expensive and time-consuming to litigate.” *Chan v. Brady*, No. 20-CV-06569-LHK,  
18 2021 U.S. Dist. LEXIS 153096 at \*11 (N.D. Cal. Aug. 13, 2021). There are 490 docket  
19 entries in this lawsuit already, and the Defendants have vigorously disputed the claims and  
20 can be expected to continue to do so absent settlement. It could take an additional two years  
21 (or more) to reach finality after an appeal. There will be significant expense associated with  
22 pursuing the claims to a jury trial, much of which is avoided by the mechanism of the  
23 proposed bench trial. This factor thus weighs in favor of approval of the settlement.

24 **D. The Risk of Maintaining Class Action Status Throughout the Trial**

25 On this factor, the Court considers the risk of whether a class action can be maintained  
26 as a class throughout the trial. There is a pending motion to de-certify the class filed by the  
27 Konnektive Parties. Dkt. 422. Where a motion to de-certify has been filed prior to  
28 settlement, this factor weighs in favor of approval. *See Stevens v. Safeway, Inc.*, No. CV 05-

1 01988 MMM (SHx), 2008 U.S. Dist. LEXIS 17119 at \*20-21 (C.D. Cal. Feb. 25, 2008);  
2 *see also In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015) (“[T]he  
3 notion that a district court could decertify a class at any time is an inescapable and weighty  
4 risk that weighs in favor of a settlement.”). In addition, there is inherently a risk that the  
5 jury might not find its evidence of the Class having seen the same general  
6 misrepresentations on the websites at issue as persuasive, because jury decisions can be  
7 difficult to predict. This factor therefore favors approval.

### 8 **E. The Amount Offered in Settlement**

9 “[I]t is well-settled law that a proposed settlement may be acceptable even though it  
10 amounts to only a fraction of the potential recovery that might be available to the class  
11 members at trial.” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D. at 527. In the context of  
12 statutes with treble damages provisions, the Ninth Circuit has held that a District Court may  
13 analyze the reasonableness of the amount of a proposed settlement against either single  
14 damages, treble damages, or both. *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 964-65 (9th  
15 Cir. 2009) (“It is our impression that courts generally determine fairness of an antitrust class  
16 action settlement based on how it compensates the class for past injuries, without giving  
17 much, if any, consideration to treble damages.... We have never precluded courts from  
18 comparing the settlement amount to both single and treble damages. By the same token, we  
19 do not require them to do so in all cases.”).

20 Plaintiff’s estimate of the actual damages for a nationwide class is slightly over \$6.4  
21 million. Decl. of C. Covey at ¶ 28. Trebling of this number would lead to maximum  
22 damages of just over \$19.2 million. This is consistent with the estimates of maximum  
23 liability provided in bankruptcy by the La Pura Defendants. Decl. of K. Kneupper at ¶ 31.  
24 The Konnektive Defendants have disputed this number and submitted an expert report  
25 calculating this number at \$5.4 million, and further suggesting a more appropriate damages  
26 range is between \$20,903 and \$3,693,712.

27 Based on the higher numbers estimated by Plaintiff, in the event Plaintiff loses the  
28 bench trial and the Class receives \$2 million, the partial settlement with the Konnektive

1 Parties amounts to 37% of the actual damages and 10.4% of those damages if trebled. If  
2 Plaintiff wins the bench trial and the Class receives \$5 million, the partial settlement with  
3 the Konnektive Parties amounts to 92.5% of the actual damages and 26% of those damages  
4 if trebled.

5 Importantly, this is a partial settlement, and there is already a recovery of \$5.5 million  
6 from the proposed settlement with the Quick Box Parties which will also be used to  
7 compensate the class. Taken together, on the low end the recovery for the Class will be \$7.5  
8 million—138% of the actual damages, and 39% of those damages if trebled. On the high  
9 end, if Plaintiff wins the proposed bench trial, the total recovery of \$10.5 million will be  
10 194% of the actual damages, and 54.6% of those damages if trebled.

11 Other courts in this Circuit have approved amounts in the range of or less than this  
12 settlement. *See Nguyen v. Radiant Pharm. Corp.*, No. SACV 11-00406 DOC(MLGx), 2014  
13 U.S. Dist. LEXIS 63312 at \*7-8 (C.D. Cal. May 6, 2014) (describing a settlement of  
14 “roughly 25.8 percent of the maximum provable damages” as “an excellent recovery”);  
15 *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)  
16 (describing a recovery of roughly 16.67% of the maximum damages as “fair and adequate”);  
17 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (describing a  
18 settlement that “represents between 27 percent and 11 percent of the total potential  
19 recovery” as “fair”); *Stovall-Gusman v. W.W. Granger, Inc.*, No. 13-cv-02540-HSG, 2015  
20 U.S. Dist. LEXIS 78671 at \*12-13 (N.D. Cal. June 17, 2015) (describing a settlement of 7.3  
21 percent as “on the low end of the spectrum for class settlement awards receiving approval”  
22 but still “within the range of reasonableness”).

23 Also significant is that unlike these other cases, these two settlements (with the Quick  
24 Box Parties and the Konnektive Parties) are a partial settlement which leaves the Class free  
25 to pursue its claims against the La Pura Defendants, as well as others behind them under a  
26 post-judgment alter ego theory. The percentage recovered here thus does not mean it is the  
27 maximum the Class will recover—it is the percentage that the Class will “bank” as a certain  
28 recovery and as a hedge against any risk of losing the Class’s claims against the non-settling

1 parties which Counsel will continue to zealously pursue.

2 **F. The Relief Provided to the Class Is Adequate**

3 FRCP 23(e)(2)(C) requires that the relief provided in a class settlement be adequate,  
4 taking into account “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness  
5 of any proposed method of distributing relief to the class, including the method of  
6 processing class-member claims; (iii) the terms of any proposed award of attorney's fees,  
7 including timing of payment; and (iv) any agreement required to be identified under Rule  
8 23(e)(3). As to whether the relief is adequate, “[t]he amount offered in the proposed  
9 settlement agreement is generally considered to be the most important consideration of any  
10 class settlement.” *Hudson v. Libre Tech. Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 U.S. Dist.  
11 LEXIS 84576 at \*17 (S.D. Cal. May 12, 2020).

12 The adequacy of the amount negotiated has been addressed above. The costs, risks,  
13 and delay of trial and appeal have likewise been addressed above.

14 As to “the effectiveness of any proposed method of distributing relief to the class,  
15 including the method of processing class-member claims,” the key questions are whether  
16 these methods are unduly burdensome and whether they deter or defeat illegitimate claims.  
17 *Loomis v. Slendertone Distribution*, No. 19-cv-854-MMA (KSC), 2021 U.S. Dist. LEXIS  
18 44047 at \*17-18 (S.D. Cal. Mar. 8, 2021). The settlement proposes to create pre-populated  
19 claim forms based on the granular class member data available from Defendants’ databases.  
20 Ex. 1 at section IV ¶ 1. The forms may be submitted via mail or via a website portal. *Id.* In  
21 *Loomis*, the Court held that “any subjective burden by a Class Member would be sufficiently  
22 mitigated by the toll-free helpline and settlement website to provide assistance.” *Loomis*,  
23 2021 U.S. Dist. LEXIS 44047 at \*17. This settlement provides for both. Ex. 1 at section V  
24 ¶ 1(b). Epiq, the settlement administrator, has further provided a declaration describing how  
25 this claims process will be tailored to ensure that claims are easy to file. Decl. of C. Azari  
26 at ¶ 25-27, 31-32. As for illegitimate claims, because both Quick Box and Konnektive have  
27  
28

1 produced spreadsheets with detailed information about the class members and their  
2 identities, it is unlikely that illegitimate claims would be successful.<sup>1</sup>

3 As to the terms of any proposed award of attorney's fees, including timing of  
4 payment, the amount of any attorney's fees have not been negotiated, and will be subject to  
5 approval by motion.

6 As to "any agreement required to be identified under Rule 23(e)(3)," there is no such  
7 agreement, and the terms of the executed settlement were the only agreement made by the  
8 parties in connection with this settlement proposal. Decl. of K. Kneupper at ¶ 37.

9 **G. The Class Representative and Class Counsel Have Adequately**  
10 **Represented the Class**

11 FRCP 23(e)(2)(A) requires consideration of whether "the class representatives and  
12 class counsel have adequately represented the class." As to this factor, courts consider in  
13 part the experience of counsel. *See Sengvong v. Probuild Co. LLC*, No. 3:19cv2231-MMA-  
14 JLB, 2021 U.S. Dist. LEXIS 189993 at \*7-8 (S.D. Cal. Oct. 1, 2021). Class Counsel are  
15 experienced in both complex litigation and consumer law. Decl. of K. Kneupper at ¶ 1-29;  
16 decl. of C. Covey at ¶ 1-22. The adequacy of the settlement amount is further evidence that  
17 both counsel and Ms. Tan have adequately represented the Class.

18 **H. The Extent of Discovery Completed and the Stage of Proceedings**

19 In considering "the extent of discovery completed and the stage of the proceedings,"  
20 courts have focused on whether "sufficient discovery has been taken or investigation  
21 completed to enable counsel and the Court to act intelligently...." *Maree v. Deutsche*  
22 *Lufthansa AG*, No. 8:20-cv-00885-SVW-MRW, 2023 U.S. Dist. LEXIS 25130 at \*25-26  
23 (C.D. Cal. Feb. 13, 2023) (quoting Herbert B. Newberg, *NEWBERG ON CLASS ACTIONS* §  
24 11.41 (4th ed. 2013)). Courts consider the extent of both formal and informal discovery as  
25 to this factor. *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459  
26 (9th Cir. 2000) ("However, 'in the context of class action settlements, 'formal discovery is

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28 <sup>1</sup> This issue is more of a concern in class actions with no identifying records for the class, for example, when class members bought products in a retail store.

1 not a necessary ticket to the bargaining table’ where the parties have sufficient information  
2 to make an informed decision about settlement.””).

3 Courts have previously found this factor to weigh in favor of approval in cases that  
4 have been litigated for several years with multiple mediations. *See Arellano v. Kellermeyer*  
5 *Bldg. Servs., LLC*, No. 13-cv-00533-BAS(BGS), 2014 U.S. Dist. LEXIS 168986 at \*23-24  
6 (S.D. Cal. Dec. 5, 2014). Similarly, in a case where defendants had produced 3,000 pages  
7 of documents, a substantial amount of ESI, and had taken multiple depositions, the court  
8 found this to be extensive discovery that justified settlement approval. *Banales v.*  
9 *Autoclaims Direct, Inc.*, No. 11cv2914-DHB, 2012 U.S. Dist. LEXIS 201160 at \*5-6 (S.D.  
10 Cal. Dec. 20, 2012).

11 This case was filed on June 12, 2020 and has been pending for more than four years.  
12 Prior to filing this lawsuit, Plaintiff’s counsel spent nearly six months investigating the  
13 specific claims in this lawsuit in detail. Decl. of K. Kneupper at ¶ 32. Plaintiff’s counsel  
14 further had been conducting an industry-wide investigation into similar allegations against  
15 other companies which lasted much longer. *Id.* Those informal investigations continued  
16 during the pendency of the lawsuit. Plaintiff’s counsel conducted informal interviews of  
17 former employees of the Konnektive Parties. *Id.* The Konnektive Parties produced sworn  
18 declarations regarding their financial assets. *Id.* Plaintiff’s counsel further obtained publicly  
19 available information about (1) real estate assets held by the Konnektive Parties; (2)  
20 corporations in which the Konnektive Parties had a financial interest; and (3) estimates of  
21 their transaction volume. *Id.* at ¶ 31.

22 There have been numerous discovery issues resolved by the Court, including a lengthy  
23 hearing conducted by Magistrate Judge Leshner addressing dozens of discovery disputes.  
24 Dkt. 321, 322. The Konnektive Defendants produced more than 12,000 pages of documents.  
25 Decl. of K. Kneupper at ¶ 33. The Konnektive Defendants further produced highly granular  
26 data about the sales at issue. *Id.* Ms. Tan was deposed, as well as Defendants Matthew  
27 Martorano and Kathryn Martorano. *Id.* Four former Konnektive employees were deposed,  
28 as well as three current employees. *Id.* Kiet Lieu was deposed, and the owner of Total Health

1 Supply TUA, Inc. was questioned under oath at a bankruptcy hearing. *Id.* Four individuals  
2 employed in the payment processing industry were also deposed, as were several expert  
3 witnesses on either side. *Id.*

4 In addition, Plaintiff had insight into the merits of the lawsuit both from the Court’s  
5 rulings on multiple rounds of motions to dismiss (dks. 88, 130), its ruling granting class  
6 certification (dkt. 391); and its ruling denying the motion for summary judgment by Kathryn  
7 Martorano (dkt. 416).

8 Plaintiff’s counsel thus had more than adequate information available to assess the  
9 strength of their case.

10 **I. The Proposal Was Negotiated At Arms’ Length**

11 Rule 23(e)(2)(B), as amended in 2018, now requires that the Court consider whether  
12 the proposed class settlement “was negotiated at arm’s length.” The Ninth Circuit has laid  
13 out certain factors which Courts should consider in conducting the “higher level of scrutiny  
14 for evidence of collusion or other conflicts of interest” that is required for pre-certification  
15 settlements. *See Allen v. Bedolla*, 787 F.3d 1218, 1224 (9th Cir. 2015). This includes a  
16 requirement that the Court look for certain “subtle signs that class counsel have allowed  
17 pursuit of their own self-interests . . . to infect the negotiations.” *Id.* (quoting *Jones v. GN*  
18 *Netcom, Inc. (In re Bluetooth Headset Prods. Liab. Litig.)*, 654 F.3d 935, 947 (9th Cir.  
19 2011)).

20 Those signs of self-dealing include: (1) when counsel receive a disproportionate  
21 distribution of the settlement; (2) when the parties negotiate a ‘clear sailing’ arrangement’  
22 (i.e., an arrangement where defendant will not object to a certain fee request by class  
23 counsel); and (3) when the parties create a reverter that returns unclaimed fees to the  
24 defendant. *Id.*

25 None of these signs exist here. There is nothing in the proposed agreement as to the  
26 amount that counsel will receive. Instead, that issue has been left for the Court itself to  
27 resolve via motion. *See, e.g.*, Ex. 1 at section III ¶ 5(a); section VIII. Counsel did not seek  
28 to negotiate any agreement as to their own fees **at all** in this settlement. The Ninth Circuit

1 has held that a decision by class counsel to leave the issue of their fees to the Court via  
2 motion is a strong sign that there has been no collusion or self-dealing: “Providing further  
3 assurance that the agreement was not the product of collusion, class counsel McCuneWright  
4 did not reach an agreement with the automakers regarding the amount of attorney's fees to  
5 which they were entitled.” *Espinosa v. Ahearn (In re Hyundai & Kia Fuel Econ. Litig.)*, 926  
6 F.3d 539, 569-70 (9th Cir. 2019).

7 As to the second sign of self-dealing, a clear sailing arrangement, there is none in this  
8 settlement.

9 As to the third sign of self-dealing, an agreement to revert unclaimed fees to the  
10 defendants, again, there is none. Instead, class counsel negotiated a clean settlement in  
11 which unclaimed fees would be distributed to a well-respected *cy pres* recipient, the NCLC.  
12 *See* Ex. 1 at section III ¶ 4(e); section I ¶ 17. The NCLC is a non-profit which has a history  
13 of addressing internet fraud and payment processing fraud. Decl. of R. Dubois. The NCLC  
14 has been approved as an appropriate *cy pres* recipient in various other cases. *See Smith v.*  
15 *One Nev. Credit Union*, No. 2:16-cv-02156-GMN-NJK, 2020 U.S. Dist. LEXIS 244534 at  
16 \*3-6 (D. Nev. Dec. 30, 2020); *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1261  
17 (C.D. Cal. 2016) (“Indeed, courts have repeatedly found the NCLC to have the requisite  
18 nexus with consumer classes for qualification as a *cy pres* recipient.”); *Feist v. Petco Animal*  
19 *Supplies, Inc.*, No. 3:16-cv-01369-H-MSB, 2018 U.S. Dist. LEXIS 197186 at \*17-18 (S.D.  
20 Cal. Nov. 16, 2018) Counsel for Plaintiffs have no connection personally or professionally  
21 to the NCLC and their only relationship has been purchasing and utilizing highly valuable  
22 practice guides the NCLC has created on consumer law, including in this lawsuit. Decl. of  
23 K. Kneupper at ¶ 34.

24 Not only are there no signs of self-dealing, but there are many signs to the contrary.  
25 The settlement was negotiated only after an initial Early Neutral Evaluation before  
26 Magistrate Judge Butcher, dkt. 174, as well as a subsequent settlement conference with  
27 Magistrate Judge Leshner, dkt. 345. Plaintiff and the Konnektive Parties then held a  
28 mediation with Antonio Piazza. Decl. of K. Kneupper at ¶ 35. Mr. Piazza is a highly

1 regarded mediator who assisted in negotiating the agreement between the parties. *Id.* See  
2 *Bluetooth*, 654 F.3d at 948 (holding that the “presence of a neutral mediator,” while not  
3 dispositive, is “a factor weighing in favor of a finding of non-collusiveness”). Further  
4 supporting non-collusiveness is that the settlement amount and proposed bench trial here  
5 was a result of a mediator’s proposal made by Mr. Piazza. Decl. of K. Kneupper at ¶ 35.  
6 See *Barragan v. Populus Fin. Grp., Inc.*, No. 2:21-cv-08021-SB-MRW, 2023 U.S. Dist.  
7 LEXIS 27605 at \*9 (C.D. Cal. Feb. 10, 2023) (“The settlement was reached after mediation  
8 and only after the parties received a mediator's proposal, which suggests that it was the  
9 product of informed, arm's-length negotiations.”).

10 Other aspects of the settlement discussed herein further suggest a lack of collusion.  
11 The case was not one in which class counsel sought a quick settlement: it was instead a  
12 hard-fought one with extensive discovery, as well as extensive investigation pre-suit, and  
13 an amount that reflects Class Counsel’s willingness to pursue the case zealously as far as  
14 needed to secure a favorable recovery for the Class.

15 **J. The Experience and Views of Counsel**

16 “Great weight is accorded to the recommendation of counsel, who are most closely  
17 acquainted with the facts of the underlying litigation. This is because parties represented by  
18 competent counsel are better positioned than courts to produce a settlement that fairly  
19 reflects each party's expected outcome in the litigation.” *Lloyd v. Navy Fed. Credit Union*,  
20 No. 17-cv-1280-BAS-RBB, 2019 U.S. Dist. LEXIS 89246 at \*33 (S.D. Cal. May 28, 2019)  
21 (quoting *Nat'l Rural Telecomms. Coop.*, 221 F.R.D. at 528).

22 Counsel for Plaintiff in this case are highly experienced in complex litigation. See Decl.  
23 of K. Kneupper at ¶¶ 1-29; Decl. of C. Covey at ¶ 1-22. Counsel are further highly  
24 experienced in consumer law cases, and the law firm of Kneupper & Covey currently  
25 maintains a docket of over 200 active individual consumer law cases in either arbitration or  
26 litigation. Decl. of K. Kneupper at ¶ 29. The law firm has settled or recovered judgments in  
27 over 500 individual consumer law cases, and counsel are regularly involved in numerous  
28

1 mediations or settlement discussions. *Id.* at ¶ 30. In 2023, these individually settled or  
2 recovered cases by Kneupper & Covey amounted to more than \$2.5 million. *Id.*

3 Based on their experience, Counsel for Plaintiff believe this is a highly favorable  
4 settlement for the Class. Partly this is because the amount being recovered exceeds the  
5 actual damages, and has the potential to exceed them by a significant amount if Plaintiff  
6 prevails in the proposed bench trial. Weighed against the risks of an unfavorable litigation  
7 outcome and the time and expense needed to try for a higher damages award before a jury,  
8 Counsel believes they have obtained an extremely favorable outcome for the Class, even if  
9 this was all that is ever recovered.

10 A settlement that “offers an immediate and certain award for a large number of  
11 potential class members” creates “much less risk of anyone who may have actually been  
12 injured going away empty-handed.” *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1042  
13 (N.D. Cal. 2007). By putting a floor on the damages of \$2 million, the Class is guaranteed  
14 a highly significant recovery even if they lose on the issue of liability, while retaining the  
15 ability to try to recover more money through the proposed bench trial. And while it would  
16 theoretically be possible absent settlement to seek a higher award than the \$5 million ceiling,  
17 to do so would create collectability issues. The Konnektive Defendants have stated in  
18 discovery that they do not have an insurance policy that applies to the claims here. Decl. of  
19 K. Kneupper at ¶ 31. There is significant uncertainty if a larger, eight figure judgment would  
20 be collectable. And even if Plaintiff was successful in locating and levying substantial assets  
21 that the Konnektive Defendants controlled such a process would likely significantly delay  
22 any recovery to the Class for months if not years.

23 **K. The Remaining Factors**

24 As to the presence of a governmental participant, “[n]o government entity participated  
25 in this case. Under these circumstances, this factor is neutral.” *Klee v. Nissan N. Am., Inc.*,  
26 No. CV 12-08238 AWT (PJWx), 2015 U.S. Dist. LEXIS 88270 at \*28 (C.D. Cal. July 7,  
27 2015). With respect to the reaction of the class members to the proposed settlement, as  
28 discussed above, there have to date been zero objections and zero requests for exclusion.

1 While the claims process is ongoing, and the deadline has not passed for objection or  
2 exclusion, at this time the response is highly positive and suggests a presumption of  
3 adequacy of the settlement. *See* Decl. of C. Azari.

4 As to whether “the proposal treats class members equitably relative to each other,” the  
5 settlement treats class members equitably because it bases their recovery on the amount  
6 they paid, subject to pro rata increases or decreases based on the number of claims. Ex. 1 at  
7 section III. Depending on how many class members make claims, that amount can also be  
8 increased pro rata up to three times the class member’s actual damages (to reflect trebling).  
9 *Id.* at section IV(4)(b).

10 While Plaintiff has sought an incentive award of \$3,000 from each settlement (\$6,000  
11 in total) in line with 9th Circuit authority, *see* ex. 1 at section VIII(2), the amount was not  
12 negotiated as part of the settlement and the Court will ultimately determine whether such  
13 an award is proper, and if so, the amount. Such incentive awards do not constitute  
14 inequitable treatment of class members. *Preston v. Porch.Com, Inc.*, No. 21-CV-168 JLS  
15 (BLM), 2022 U.S. Dist. LEXIS 75256 at \*19 (S.D. Cal. Apr. 25, 2022).

16 **V. CONCLUSION**

17 Plaintiff respectfully requests that the Court should grant final approval after  
18 consideration at the final approval hearing.

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DATED: January 2, 2025

**KNEUPPER & COVEY, PC**

/s/Kevin M. Kneupper

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

LEANNE TAN, Individually and On  
Behalf of All Others Similarly Situated,  
  
Plaintiff,  
  
v.  
  
QUICK BOX, LLC et al,  
  
Defendants.

Case No.: 3:20-cv-1082-LL-DDL

**DECLARATION OF CYCLONE  
COVEY IN SUPPORT OF  
PLAINTIFF’S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**Date:** February 6, 2024  
**Time:** \*  
**Ctrm:** 2B  
**Judge:** Hon. Linda Lopez

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

Complaint Filed: June 12, 2020

1 I, A. Cyclone Covey, do hereby declare as follows:

2 1. I am a partner at Kneupper & Covey PC, counsel of record for Plaintiff  
3 LeAnne Tan. I am licensed to practice law in the States of California and Georgia. I make  
4 this declaration to the best of my knowledge, information, and belief of the facts stated  
5 herein.

6 2. I earned my B.S. in Computer Science from Wake Forest University in 2000,  
7 graduating in three years.

8 3. While earning my undergraduate degree at Wake Forest I was a member of  
9 the school's debate team. In my third and final year as an undergraduate I was on Wake  
10 Forest's top two-person debate team and our team was ranked nationally in the Top 10 in  
11 the country.

12 4. I graduated from Wake Forest University School of Law in 2003, with *Cum*  
13 *Laude* honors. During my time at Wake Forest Law I was a member of Law Review and  
14 co-captain of the school's National Trial Team. As a 2L I individually won the school's  
15 internal Mock Trial competition.

16 5. From 2003 through 2006 I worked for the law firm of Griffin, Cochrane, and  
17 Marshall in Atlanta, GA. This firm specialized in complex commercial construction  
18 disputes.

19 6. Despite being out of law school for less than two years, in 2005 the partners  
20 at Griffin, Cochrane, and Marshall selected me to be second chair in a two-week jury trial  
21 representing the plaintiff in *Maschke Associates v. Beers Moody*, SUCV1999000110, in  
22 Georgia Superior Court of Dougherty County, which was litigated to its conclusion.

23 7. That same year I was also selected to act as lead counsel in a complex  
24 commercial arbitration dispute, which settled midway through arbitration.

25 8. I worked on numerous other cases, including other multimillion dollar  
26 complex construction cases in Federal and state courts throughout the country. My cases  
27 also included breach of product warranty, defamation, and other claims related to complex  
28 commercial disputes.

1 9. In 2006 I left Griffin Cochrane & Marshall to serve at the Director of  
2 Operations and General Counsel for Verastar, a regional wholesale auto auction company.  
3 I retained that role until Verastar was sold to Insurance Auto Auctions in 2008. I was  
4 Verastar's negotiator during the process of consummating the transaction. Pursuant to the  
5 terms of the deal I acted as a consultant to Insurance Auto Auctions until the end of 2008.

6 10. In 2009 I became the COO and General Counsel for Clearwave Corporation,  
7 which sells health insurance verification software to health providers. During my time at  
8 Clearwave I was responsible for the company's legal compliance on issues ranging from  
9 employment law to HIPAA compliance to negotiation of and compliance with many  
10 nondisclosure agreements. As COO I was also responsible for overseeing the company's  
11 software development team.

12 11. In 2011, I left Clearwave corporation to co-found several businesses, which  
13 include, TriStar Recycling & Metals (scrap metal recycling), AgileLaw (software for  
14 lawyers in depositions), ClickChefs fka Christophe's Gourmet (food production and  
15 delivery), Valens Global (counterterrorism consulting), Momentum Video (video  
16 production), the Hirsch Collection (wine importing), and Valens Games (wargaming  
17 simulation software). TriStar, AgileLaw, Valens Games, and Valens Global are still  
18 operational and I have served as their general counsel for all manner of legal issues, which  
19 present themselves on a regular basis. I am also involved in the website programming,  
20 development and maintenance for TriStar and AgileLaw.

21 12. In 2016 I successfully defended a claim against Christophe's Gourmet that  
22 was filed in Georgia Superior Court. My efforts resulted in the plaintiff dismissing its  
23 claims before trial without a settlement.

24 13. During my undergraduate schooling at Wake Forest while pursuing my  
25 Computer Science Bachelor's degree and during my time working with the numerous  
26 companies list above, I have learned about many of the technical aspects of computer  
27 programming, including writing and interpreting HTML, CSS, SQL, and JavaScript. I  
28 have been involved in the programming and development of at least 15 commercial

1 websites and I have personal knowledge and experience on the following: hosting websites,  
2 running e-commerce platforms, using various social media sites to advertise to consumers,  
3 the methods and systems that e-commerce companies use to track their website visitors and  
4 the customers, how to sell products on Amazon.com, how to archive or “save” an online  
5 web page, the workings of relational databases (which typically store transactions), and  
6 many tricks that unscrupulous e-commerce platform operators can use to manipulate data.

7 14. In 2019, I formed Kneupper & Covey PC with my partner Kevin Kneupper to  
8 pursue consumer law claims.

9 15. I have represented or currently represent consumers in seven consumer class  
10 action cases since starting our firm. For example, I am currently co-counsel in *McKinney*  
11 *v. Corsair Gaming, Inc.*, No. 3:22cv312 (N.D. Cal.), a case alleging that RAM products  
12 used for gaming were sold using various misrepresentations and omissions related to  
13 “overclocking” of the chip speeds. Our firm partnered with Dovel & Luner, a highly  
14 respected consumer law firm, to pursue those claims. As another example, three of our  
15 other class action suits targeted the “free trial scam,” a long-running scam which has  
16 plagued consumers online in which they are signed up for fake free trials, but then billed  
17 hundreds of dollars every month that they never agreed to. Using methods ranging from  
18 source code and server analysis to a John Doe lawsuit with subpoenas, we have  
19 successfully identified a number of participants who have been engaging in the scam for  
20 years without being caught and had gone to great lengths to hide themselves. Through our  
21 firm I oversaw the development of customized software designed to archive websites to  
22 preserve evidence of these scams. I also used a customized “crawler” which automatically  
23 searched online to locate websites that were utilizing certain telltale code signatures that  
24 indicated that the websites were using software that included “load balancer” functionality  
25 which rotates merchant accounts from various shell companies as part of credit card  
26 laundering schemes commonly used in these scams.

1 16. I have used my experience in software development to not only develop  
2 software for use in gathering evidence, but in assisting our firm in this case in investigating  
3 the hidden webpages used to sell the products at issue here.

4 17. I have further represented hundreds of individual consumers in various  
5 consumer protection cases. Along with my partner, I have been in charge of three mass  
6 arbitrations, in which we have filed large numbers of arbitration claims against the same  
7 defendants. The first of these has settled and the details are confidential, but involved  
8 around 100 consumers. That mass arbitration involved cases around the country and  
9 involved claims brought under the consumer laws of more than 30 states.

10 18. The second mass arbitration was against Vroom, an online car dealer, under  
11 warranty claims that generally involve a failure to provide title to purchasers of cars. I  
12 represented roughly 200 consumers in that mass arbitration, and the bulk of them involved  
13 Texas's Deceptive Trade Practices Act (an analogue consumer statute to California's  
14 CLRA). Those claims also involved breach of warranty and UCC claims, the federal  
15 Magnuson-Moss Warranty Act, and breach of the warranty of title. Many of our clients  
16 had been unable to drive their cars for months (or even years) at a time due to the risk of  
17 impoundment or arrest. I developed customized software to help manage this mass  
18 arbitration process and streamline tasks associated with it, enabling us to represent  
19 consumers more effectively and more cheaply. Our firm successfully resolved the mass  
20 arbitration prior to Vroom winding down and going out of business.

21 19. The third mass arbitration is currently ongoing and involves consumers  
22 injured by now-bankrupt solar companies, including a company called Pink Energy. Our  
23 firm represents numerous consumers against financing companies such as Goodleap,  
24 Sunlight Financial, and Dividend who financed rooftop solar power installations. The  
25 claims involve state agency law of various states, the federal Magnuson-Moss Warranty  
26 Act, and the consumer protection laws of various states.

27 20. I have represented a number of different consumers in individual arbitrations  
28 as well. For example, I have represented several elderly consumers who were sold solar

1 panel systems via deceptive and fraudulent means as part of schemes to impose liens on  
2 their homes to collect money whenever they passed. I have represented a number of  
3 consumers in EFTA/TILA claims where banks have failed to reverse fraudulent  
4 transactions on their accounts. Among these claims, I represented an individual who lost  
5 his business and became homeless living in a truck along with his four-year old daughter  
6 and obtained a satisfactory settlement.

7 21. I have also represented numerous individual consumers in state court, federal  
8 court, and small claims court in both Georgia and California. For example, I represented  
9 and obtained a satisfactory settlement for a consumer whose house was sold at a tax auction  
10 when a financing company failed to pay taxes they were obligated to as part of a fraudulent  
11 scheme. I have represented consumers in multiple breach of warranty claims. I helped a  
12 consumer who had been without an air conditioner for more than a year (suffering through  
13 the Georgia summers) to recover compensation and to fix her home's air conditioning  
14 system. I helped a consumer recover compensation for serious injuries to her family's pet  
15 dog from a consumer product. I have represented and obtained a satisfactory settlement for  
16 an elderly consumer who transferred a large portion of his life savings via wire transfer to  
17 a scammer overseas and whose bank did nothing to stop it despite multiple red flags.

18 22. My efforts to represent consumers have received media attention. For  
19 example, I was featured on Action 9 News, a local television in Charlotte, North Carolina  
20 to discuss our efforts to get the titles for consumers who had purchased cars from Vroom.  
21 Jason Stugenke, *'A rat race': Driver blames Vroom for license plate issues*, WSOC-TV  
22 (June 2, 2022), available at [https://www.wsoc.tv/news/local/rat-race-driver-blames-](https://www.wsoc.tv/news/local/rat-race-driver-blames-vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/)  
23 [vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/](https://www.wsoc.tv/news/local/rat-race-driver-blames-vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/). I was also featured  
24 on ABC News Atlanta in a case in which I obtained a settlement as well as a \$52,000  
25 contempt of court fine against an apartment complex which had constructively evicted my  
26 clients. Justin Gray, *Brother, sister win lawsuit against metro Atlanta landlord accused of*  
27 *damaging their credit*, WSB-TV (September 12, 2022), available at  
28 <https://www.wsbtv.com/news/local/fulton-county/brother-sister-win-lawsuit-against->

1 [metro-atlanta-landlord-accused-damaging-their-](#)  
2 [credit/4RGRQCHOMRFP5PXBZTKVUHPQ54/](#).

3 23. At any given time, Kneupper & Covey represents more than 200 clients in  
4 active matters in consumer law cases. Our firm currently employs five full-time litigating  
5 attorneys (other than Mr. Kneupper and myself). We employ another part time attorney  
6 who primarily handles intake matters. Mr. Kneupper and I as well as one of these other  
7 full-time attorneys are barred in California. Two of the other full-time attorneys are barred  
8 in Georgia and one is barred in New York and Texas. In the event of a bench trial, we  
9 expect that our non-California attorneys would be able to file *pro hac vice* applications to  
10 participate and would meet the standards for doing so. The other attorneys working full-  
11 time at our firm have excellent academic records at top-ranked schools such as Stanford  
12 Law School (ranked 2<sup>nd</sup> best law school nationally), Yale Law School (ranked top law  
13 school nationally), and Emory University School of Law (ranked 30<sup>th</sup> best law school  
14 nationally), and they come to work for us for the opportunity to help make socially  
15 impactful change using the legal system. Our firm has adequate resources and staff to  
16 pursue this class action and to take the case to a jury trial if necessary.

17 24. To calculate damages I used the excel spreadsheet provided by Konnektive  
18 (Exhibit 1 to Tom Knuth Declaration - Excerpt of RMG's CRM Data for La Pura  
19 Transactions [Filed in Native]). To ensure I could properly analyze the spreadsheet I set  
20 up a MySQL database on server and imported all of the data from the Konnektive Excel  
21 spreadsheet into the SQL database. SQL is a database that stores data in tables, columns,  
22 and rows, which is the same logical layout that Excel uses.

23 25. In many ways a SQL database is more powerful than Excel because it allows  
24 the user to run queries to filter and query the data in ways that cannot be done in Excel.

25 26. I have extensive experience with SQL. I took a SQL class while earning my  
26 computer science degree at Wake Forest and I then obtained a MS SQL certification from  
27 the Learning Tree continuing education classes in the early 2000's. I used SQL extensively  
28 to analyze tens of thousands of transactions during my time at Verastar and I continue to

1 monitor and use SQL databases today, including a SQL database that TriStar Recycling &  
2 Metals uses for its day-to-day operations. Our law firm, Kneupper & Covey also uses a  
3 SQL database for some of its internal processes.

4 27. The Konnektive dataset I used contains many columns. One column is  
5 labelled “Refunded” and another is labelled “ChargedBack”. The “Refunded” and  
6 “ChargedBack” appear to indicate when an initial charge was reversed either via a refund  
7 or chargeback. For all rows in the dataset, the “ChargedBack” and “Refunded” columns  
8 contained either a 0 (zero) or 1 (one). In programming “one” indicates “true” and “zero”  
9 indicates “false.” Based on this convention it appears that any row with a “one” in the  
10 “Refunded” column means that the charge on that row was refunded. The same logic  
11 applies to the “ChargedBack” column: a “one” indicates the transaction was charged back.  
12 Another column is labelled “Amount”, which are floating point (decimal) numbers. There  
13 are no negative numbers in the “Amount” field.

14 28. To obtain the total in damages I ran a SQL query that totaled the “Amount”  
15 field but excluded all rows where either “Refunded” or “ChargedBack” (or both) had a  
16 value of “one”. This query is intended to show all La Pura charges net of all refunds and  
17 chargebacks. The result of this query was 6,402,828.77, which is what we calculate the  
18 damages claim to be. To check my work I ran another SQL query on the total “Amount”  
19 field without excluding “Refunded” or “ChargedBack”, which should show a greater  
20 number because it includes all charges. The result of that query was 7,630,128.88. This  
21 analysis was later confirmed by an expert witness with a background in accounting who  
22 submitted an expert report.

23  
24 I declare and state under penalty of perjury pursuant to the laws of the State of  
25 California that the foregoing is true and correct, and that this Declaration was executed this  
26 2nd day of January, 2025 in Duluth, Georgia.

/s/ A. Cyclone Covey

A. Cyclone Covey, Esq.  
Declarant

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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF CALIFORNIA

3 LEANNE TAN, Individually and On  
4 Behalf of All Others Similarly Situated,  
5  
6 Plaintiff,  
7  
8 v.  
9 QUICK BOX, LLC, et al.,  
10  
11 Defendants.

Case No.: 20cv1082-LL-DDL

**DECLARATION OF CAMERON R. AZARI,  
ESQ. ON IMPLEMENTATION AND  
ADEQUACY OF CLASS NOTICE  
PROGRAM**

AND RELATED CROSSCLAIMS AND  
THIRD-PARTY CLAIMS.

11 I, Cameron R. Azari, Esq., hereby declare and state as follows:

12 1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set  
13 forth herein, and I believe them to be true and correct.

14 2. I am a nationally recognized expert in the field of legal notice, and I have served as  
15 an expert in hundreds of federal and state cases involving class action notice program.

16 3. I am a Senior Vice-President of Epiq Class Action and Claims Solutions, Inc.  
17 (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that  
18 specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal  
19 notification plans. Hilsoft is a business unit of Epiq. All references to Epiq within this declaration  
20 include Hilsoft.

21 4. The facts in this declaration are based on my personal knowledge, as well as  
22 information provided to me by my colleagues in the ordinary course of my business at Epiq.

23 **OVERVIEW**

24 5. This declaration describes the successful implementation of the Class Notice  
25 Program for the Konnektive Settlement in *Tan v. Quick Box, LLC*, Case No. 3:20-cv-01082 in the  
26 in the United States District Court of the Southern District of California. I previously filed  
27 declarations in this matter, which described the Class Notice Program, detailed Hilsoft’s class  
28

1 action notice experience, and attached Hilsoft’s *curriculum vitae*. I also provided my educational  
2 and professional experience relating to class actions and my ability to render opinions on overall  
3 adequacy of notice programs. I also filed declarations that detailed the successful implementation  
4 of the Class Notice Program related to Epiq’s administration of the initial settlement with Quick  
5 Box in this Action.

6 **NOTICE PLANNING METHODOLOGY**

7 6. Federal Rule of Civil Procedure, Rule 23 directs that notice must be “the best notice  
8 that is practicable under the circumstances, including individual notice to all members who can be  
9 identified through reasonable effort. The notice may be by one or more of the following: United  
10 States mail, electronic means, or other appropriate means.”<sup>1</sup> The Class Notice Program as  
11 implemented satisfied this requirement.

12 7. The Class Notice Program as designed and implemented reached the greatest  
13 practicable number of Class Members. The Class Notice Program’s individual notice efforts  
14 reached approximately 96.3% of the identified Class Members sent Direct Notice. A Settlement  
15 Website further enhanced the reach. In my experience, the reach of the Class Notice Program was  
16 consistent with other court-approved notice programs, and the Class Notice Program satisfied the  
17 requirements of due process, including its “desire to actually inform” requirement.<sup>2</sup> In my opinion,  
18 the Class Notice Program reached the greatest practicable number of Class Members.

19  
20  
21 <sup>1</sup> Fed. R. Civ. P. 23(c)(2)(B).

22 <sup>2</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a  
23 person’s due, process which is a mere gesture is not due process. The means employed must be such  
24 as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The  
25 reasonableness and hence the constitutional validity of any chosen method may be defended on the  
26 ground that it is in itself reasonably certain to inform those affected . . .”); and *see also In re Hyundai*  
27 *& Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement  
28 notices must ‘present information about a proposed settlement neutrally, simply, and  
understandably.’ ‘Notice is satisfactory if it generally describes the terms of the settlement in  
sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be  
heard.’”) (citations omitted).

**CLASS NOTICE PROGRAM DETAIL**

8. On October 10, 2024, the Court approved the Class Notice Program and appointed Epiq as the Settlement Administrator in the *Order Granting Motion for Preliminary Approval of Class Action Settlement [ECF No. 481]* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes, the following “Settlement Class”:

All consumers in the United States who, during the Class Period, were billed for products sold, shipped, or caused to be sold or shipped by any of the Defendants under the La Pura, La’Pura, La’ Pura or LaPura or any similar brand name, including any La Pura Product marketed or otherwise promoted by Rocket Management Group.

Excluded from the Settlement Class are: (i) jurists and mediators who are or have presided over the Action, Plaintiff’s Counsel and Defendants’ Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) The Konnektive Parties and any entity in which The Konnektive Parties have a controlling interest, any of their subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; and (iv) any persons who timely opt out of the Settlement Class.

**CLASS NOTICE PROGRAM**

***Individual Notice***

9. On September 19, 2024, Epiq received one data file with 83,281 records for identified Class Members, including email and physical address data, if available, and transactional data regarding products purchased (“Initial Class Member Data”). Subsequently, on October 21, 2024, Epiq received a supplemental data file with 222,297 additional records for identified Class Members (“Supplemental Class Member Data”). Epiq deduplicated and rolled-up the records for unique Class Member records with multiple transaction data records for products purchased and loaded the unique, identified Class Member records into its database. These efforts resulted in 59,583 unique, identified Class Member records. An Email Notice was sent to all identified Class Members for whom a valid email address was available, and a Postcard Notice was sent via USPS

1 first class mail to all identified Class Members for whom an Email Notice was either unavailable  
2 or undeliverable after multiple attempts.

3 *Individual Notice - Email*

4 10. On November 22, 2024, Epiq sent 49,530 Email Notices to all identified Class  
5 Members for whom a valid email address was available and had not previously been identified as  
6 undeliverable from the Quick Box Settlement email noticing efforts (some identified Class  
7 Members had multiple email addresses and were sent an Email Notice to each email address). The  
8 following industry standard best practices were followed for the Email Notice efforts. The Email  
9 Notices were drafted in such a way that the subject line, the sender, and the body of the message  
10 overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For  
11 instance, the Email Notices used an embedded html text format. This format provided easy-to-  
12 read text without graphics, tables, images and other elements that in our experience would have  
13 increased the likelihood that the message would have been blocked by Internet Service Providers  
14 (ISPs) and/or SPAM filters for this type of communication. The Email Notices were sent from an  
15 IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email  
16 blasts. Each Email Notice was transmitted with a digital signature to the header and content of the  
17 Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were  
18 from our authorized mail servers. Each Email Notice was also transmitted with a unique message  
19 identifier. The Email Notices included an embedded link to the Settlement Website. By clicking  
20 the link, recipients were able to easily file an online claim, download a paper claim form, and  
21 access the Long-form Class Notice, Settlement Agreement, and other information about the  
22 Settlement. The Email Notice is included as **Attachment 1**.

23 11. If the receiving email server could not deliver the message, a “bounce code” was  
24 returned along with the unique message identifier. For any Email Notice for which a bounce code  
25 was received indicating that the message was undeliverable for reasons such as an inactive or  
26 disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two  
27 additional attempts were made to deliver the Notice by email.

*Individual Notice - Direct Mail*

12. On December 4, 2024, Epiq sent 9,991 Postcard Notices to all identified Class Members for whom an Email Notice was unavailable. Epiq is in the process of sending additional Postcard Notices to identified Class Members for whom an email address is unavailable. The Postcard Notice was sent via USPS first class mail. The Postcard Notice clearly and concisely summarized the case and the legal rights of the Class Members. The Postcard Notice also directed the recipients to the Settlement Website where they could easily file an online claim, download a paper claim form, and access the Long-form Class Notice, Settlement Agreement, and other information about the Settlement. The Postcard Notice is included as **Attachment 2**.

13. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class Member address information was up-to-date and accurately formatted for mailing.<sup>3</sup> In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and was verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

14. The return address on the Postcard Notices is a post office box that Epiq maintains for this Action. The USPS automatically forwards Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable are re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address

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<sup>3</sup> The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

1 indicated), and to better addresses that are found using a third-party lookup service. Upon  
2 successfully locating better addresses, Postcard Notices are promptly remailed.

3  
4 ***Notice Results***

5 15. As of December 27, 2024, an Email Notice and/or Postcard Notice was delivered  
6 to 57,428 of the 59,583 unique, identified Class Members. This means the individual notice efforts  
7 reached approximately 96.3% of the identified Class Members.

8 ***Claim Filing & Distribution Options***

9 16. The Settlement provided Class Members the option of filing a Claim Form online  
10 or submitting a Claim Form by mail. The Notices contained a detailed summary of the relevant  
11 information about the Settlement, including the Settlement Website address and how Class  
12 Members can file a Claim Form online or by mail. The Email Notice included a link to the claim  
13 filing portal on the Settlement Website, where Class Members can file an online Claim Form.

14 17. Regardless of how a Claim Form is filed, Class Members who submit a timely and  
15 valid Claim Form have the option of receiving a digital payment or a traditional paper check.

16 18. The Supplemental Claim Deadline for Class Members to file a Claim Form is  
17 March 8, 2025. As of December 27, 2024, Epiq has received 236 online Konnektive Claim Forms.  
18 Since the March 8, 2025, Supplemental Claim Deadline has not yet passed, these numbers are  
19 preliminary. By the deadline, I expect additional Claim Forms will be filed by Class Members.  
20 As standard practice, Epiq is in the process of conducting a complete review and audit of all Claim  
21 Forms received. There is a likelihood that after detailed review, the total number of Claim Forms  
22 received will change due to duplicate and denied Claim Forms.

23 ***Settlement Website***

24 19. On October 23, 2024, Epiq established a dedicated website for the Action with an  
25 easy to remember domain name ([www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com)). The Settlement  
26 Website contains relevant documents and information including: (i) the dates and locations of  
27 relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free telephone  
28

1 number applicable to the Settlement; (iii) documents, including the Claim Form, Settlement  
2 Agreement, Long-form Class Notice, Court Orders regarding this Settlement, and other relevant  
3 Court documents; and (iv) that Class Members may elect to receive their payment digitally or via  
4 paper check. The Settlement Website allows Class Members to easily file their Claim Form online.  
5 In addition, the Settlement Website includes answers to frequently asked questions (“FAQs”),  
6 instructions for how Class Members may opt-out (request exclusion) from or object to the  
7 Settlement, contact information for the Settlement Administrator, and how to obtain other case-  
8 related information. The Settlement Website address was prominently displayed in all notice  
9 documents. As of December 27, 2024, there have been 5,096 unique visitor sessions to the  
10 Settlement Website, and 13,270 web pages have been presented. The Long-form Class Notice is  
11 included as **Attachment 3**. The Claim Form is included as **Attachment 4**.

12 ***Toll-Free Telephone Number***

13 20. On October 23, 2024, Epiq established a toll-free telephone number (1-877-658-  
14 0293) to allow Class Members to call for additional information. Callers can hear an introductory  
15 message, have the option to learn more about the Settlement in the form of recorded answers to  
16 FAQs, and request that a Long-form Class Notice be mailed to them. The automated telephone  
17 system is available 24 hours per day, 7 days per week. The toll-free telephone number was  
18 prominently displayed in all notice documents. As of December 27, 2024, there have been 216  
19 calls to the toll-free telephone number representing 605 minutes of use.

20 21. A postal mailing address for the Settlement Administrator was established and  
21 continues to be available, allowing Class Members the opportunity to request additional  
22 information or ask questions.

23 ***Requests for Exclusion and Objection***

24 22. The deadline to request exclusion from the Settlement or to object to the Settlement  
25 is January 23, 3025. As of December 27, 2024, Epiq has not received any requests for exclusion.  
26 As of December 27, 2024, Epiq is aware of no objections to the Settlement.

**CONCLUSION**

23. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

24. The Class Notice Program included individual notice to the identified Class Members. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 96.3% of the identified Class Members. A Settlement Website further enhanced the reach.

25. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, states that “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the Settlement Class. It is reasonable to reach between 70–95%.”<sup>4</sup> Here, the Class Notice Program achieved a reach beyond the high end of that standard.

26. The Class Notice Program provided the best notice practicable under the circumstances of this case, and conformed to all aspects of Federal Rules of Civil Procedure, Rule 23 regarding notice, comported with the guidance for effective notice articulated in the *Manual for Complex Litigation* 4<sup>th</sup> Ed. and FJC guidance, and exceeded the requirements of due process, including its “desire to actually inform” requirement.

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<sup>4</sup> FED. JUDICIAL CTR., *JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE* 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.



# Attachment 1

**From:** Tan v. Quick Box Settlement Administrator <TanvQuickBox@e.epiqnotice.com>  
**To:** [REDACTED]  
**Subject:** Additional Notice Regarding Class Action Settlement

### **Court-Ordered Legal Notice**

**If you purchased La Pura Products, you may be entitled to Monetary Payment from a class action settlement.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

**To receive cash payment, you must return a Claim Form by March 8, 2025.**

**You may have already filed a Claim Form for the Quick Box Settlement; you must file a separate Claim Form to receive a Monetary Payment from this Settlement with the Konnektive Defendants.**

Unique [REDACTED]  
PIN: [REDACTED]

You are receiving this email because purchase records indicate you purchased one or more **La Pura Products** from June 12, 2016, to October 10, 2024. If so, you may be a "Class Member" and entitled to receive a Monetary Payment from a class action settlement. In *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL-DDL (S.D. Cal.), the Court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The Settling Defendants in the lawsuit deny these claims.

Plaintiffs have reached this Settlement with the Konnektive Defendants and a prior settlement with the Quick Box Defendants. Recently, you may have received notice of the Quick Box Settlement.

Plaintiffs' lawsuit is still ongoing against other Defendants. If applicable, you may receive a separate notice regarding the progress of the lawsuit and any resolution of legal claims against the other Defendants.

This email is being sent to you as required by the Court. To determine if you are a Class Member, view the Detailed Notice and the Settlement Agreement at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or call toll-free 1-877-658-0293.

**What can I get?** There is a Settlement Fund that will be either \$2 million or \$5 million based on a summary trial on limited issues. The Settlement trial streamlines what would otherwise be a longer trial with uncertainty about the amount the class would receive, if anything. If you file a Pre-Populated Claim Form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. The Monetary Payment is subject to a *pro rata* increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined. Based on the applicable purchase records, the Settlement Administrator will determine the amount of the Monetary Payment that Class Members can receive via the Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form for a Monetary Payment. Claim Forms can be submitted online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or by mail. The deadline to submit a Claim Form is **March 8, 2025**.

**Regardless of whether you file or filed a Claim Form for the Quick Box Settlement, you must file a separate Claim Form to receive a Monetary Payment from this Settlement with the Konnektive Defendants.**

**What are my other options?** If you don't want any benefits or to be legally bound by the Settlement, you must submit an Exclusion Request by mail or online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) by **January 23, 2025**. You may also write to the Court if you wish to object to the Settlement by **January 23, 2025**. If you exclude yourself, then you cannot receive any benefits, but you do not release any potential rights to sue the Defendants relating to the legal claims in the lawsuit.

The Court will hold a hearing on February 6, 2025, at 2:00 P.M. PST. At that hearing, the Court will consider whether to approve the Settlement and whether to approve requested attorneys' fees plus reimbursement of costs and requested Class Representatives' service awards. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Kneupper & Covey PC to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or call 1-877-658-0293. Please do not respond to this email directly.

AK795\_v02

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If [REDACTED] should not be subscribed or if you need to change your subscription information for Tan v. Quick Box, [please use this preferences page](#).

# Attachment 2



**Court-Ordered Legal Notice**

**If you purchased La Pura Products, you may be entitled to a Monetary Payment from a class action settlement.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

**To receive a cash payment you must return a claim form by March 8, 2025.**

**You may have already filed a Claim Form for the Quick Box Settlement. You must file a separate Claim Form to receive a Monetary Payment from this Settlement with the Konnektive Defendants.**

UniqueID: [REDACTED]  
PIN: [REDACTED]



You are receiving this because purchase records indicate you purchased one or more La Pura Products from June 12, 2016 to October 10, 2024. If so, you may be a "Class Member" and entitled to receive a Monetary Payment from a class action settlement. In *Tan v. Konnektive, LLC*, No. 3:20-cv-01082-LL-DDL (S.D. Cal.), the court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The settling defendants in the lawsuit deny these claims.

This postcard is being sent to you as required by the Court. To determine if you are a Class Member, view the Detailed Notice and the Settlement Agreement at [LaPuraClassActionSettlement.com](http://LaPuraClassActionSettlement.com) or call toll-free 1-888-846-7902.

**What can I get?** There is a Settlement Fund that will be either \$2 million or \$5 million based on a summary trial on limited issues. The Settlement trial streamlines what would otherwise be a longer trial with uncertainty about the amount the class would receive, if anything. If you file a Prepopulated Claim Form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. The Monetary Payment is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined. Based on the applicable purchase records, the Settlement Administrator will determine the Monetary Payment Class Members can receive via this Settlement Agreement.

**How do I get a cash payment?** You must submit a Prepopulated Claim Form for a Monetary Payment. Claim Forms can be submitted online at [LaPuraClassActionSettlement.com](http://LaPuraClassActionSettlement.com) or by mail. The deadline to submit a Claim Form is **March 8, 2025**.

**Regardless of whether you file or filed a Claim Form for the Quick Box Settlement, you must file a separate Claim Form to receive a Monetary Payment from this Settlement with the Konnektive Defendants.**

**What are my other options?** If you don't want any benefits or to be legally bound by the Settlement, you must submit a Request for Exclusion received by the Administrator on or before **January 23, 2025**. You may also write to the Court if you wish to object to the Settlement by **January 23, 2025**. If you exclude yourself, then you cannot receive any benefits, but you do not release any potential rights to sue the Konnektive Defendants relating to the legal claims in the lawsuit.

The Court will hold a hearing on **February 6, 2025 at 2:00 P.M. PST**. At that hearing, the Court will consider whether to approve this Settlement and whether to approve requested attorneys' fees plus reimbursement of costs and requested Class Representative's service award. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Kneupper & Covey PC to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit [LaPuraClassActionSettlement.com](http://LaPuraClassActionSettlement.com) or call toll-free 1-888-846-7902.

# Attachment 3

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

**IF YOU PURCHASED LA PURA PRODUCTS, YOU MAY BE ENTITLED TO MONETARY PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit to resolve allegations against Konnektive LLC and related parties (the “Konnektive Defendants”), relating to La Pura cosmetic products. The suit alleges that the marketing of La Pura cosmetics was false or misleading to consumers, and the Konnektive Defendants were involved in providing computer systems that aided the sale of these orders. The Konnektive Defendants deny these allegations but have settled this case to avoid further litigation and distraction of resources from their business. This Settlement only applies to the Konnektive Defendants and does not dismiss legal claims against other Defendants in the lawsuit.
- The Settlement provides for a payment by the Konnektive Defendants of either \$2 million or \$5 million based on the results of a bench trial that will occur at the end of this process. The Settlement trial streamlines what would otherwise be a longer trial with uncertainty about the amount the class would receive, if anything
- The Settlement offers Monetary Payments to individual purchasers of the La Pura cosmetic products between June 12, 2016 and October 10, 2024. No proof of purchase is required as purchases have already been verified via purchase records.
- Recently, notice was provided regarding a separate settlement with the Quick Box Defendants and related or affiliated entities (“Quick Box Settlement”). This Notice is for the Konnektive Defendants regarding another settlement within the same lawsuit. You are or may be a member of the Settlement Class in both settlements with separate rights as to each Settlement.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

<b>YOUR RIGHTS AND CHOICES</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	The only way to get a Monetary Payment is to submit a Claim Form. You must submit separate Claim Forms for the Konnektive Settlement and the Quick Box Settlement to receive a Monetary Payment for each Settlement.	Submit a Claim Form by: <b>March 8, 2025</b>
<b>Exclude Yourself</b>	Get no Monetary Payment, but keep any right to file your own lawsuit against the Konnektive Defendants about the legal claims in this case. You must exclude yourself separately for this Settlement and for the Quick Box Settlement.	Submit an Exclusion: <b>January 23, 2025</b>
<b>Object</b>	Tell the Court why you don’t like the Settlement with the Konnektive Defendants. You will still be bound by the Settlement if the Court approves it and you may still file a Claim Form for a Monetary Payment.	Deadline to file an Objection: <b>January 23, 2025</b>
<b>Attend A Hearing</b>	Ask to speak to the Court about the fairness of the Settlement.	Deadline to file a Notice of Appearance: <b>January 30, 2025</b>
<b>Do Nothing</b>	Get no Monetary Payment from this Settlement. Give up legal rights against the Konnektive Defendants.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.  
The Court in charge of this case still has to decide whether to approve the Settlement. Awards will be sent if the Court approves the Settlement and after appeals are resolved. Please be patient.

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

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**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

## BASIC INFORMATION

### 1. Why should I read this Notice?

If you were billed for La Pura Products between **June 12, 2016** and **October 10, 2024**, you are a member of a Settlement Class.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits.

The Court in charge of this case is the United States District Court for the Southern District of California. The lawsuit is known as *Tan v. Quick Box, LLC*, Case No. 3:20-cv-01082-LL-DDL. You may obtain additional updates on the status of the case by contacting Class Counsel (listed in Question 11 below), going to [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com), or viewing case information through the Court's system at [www.Pacer.gov](http://www.Pacer.gov).

### 2. What is this lawsuit about?

This lawsuit is about whether La Pura Products were marketed in a false or misleading way. "La Pura Products" is a defined term under the Settlement Agreement, meaning "any product manufactured, marketed, sold, or otherwise promoted under the La Pura brand name or any variation thereof, including (but not limited to) La'Pura and LaPura." The suit alleges that Konnektive Defendants supplied computer systems used to assist in selling La Pura Products.

Plaintiffs have reached this Settlement with the Konnektive Defendants and a prior settlement with the Quick Box Defendants. Recently, you may have received notice of the Quick Box Settlement.

Plaintiffs' lawsuit is still ongoing against other Defendants. If applicable, you may receive a separate notice regarding the progress of the lawsuit and any resolution of legal claims against the other Defendants.

The Konnektive Defendants deny that they did anything wrong. This Settlement is not an admission of any liability. The Court has not decided who is right.

### 3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The people who sue – and all the Class Members like them – are called the "Plaintiffs." The companies the Plaintiffs sued are called the "Defendants." One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. U.S. District Judge Linda Lopez is in charge of this class action.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Konnektive Defendants. Instead, both sides agreed to a settlement. By agreeing to settle, both sides avoid the cost and risk of a full trial and guarantee some amount of money will be paid to the class. Therefore, people who submit valid claims will get compensation. The Class Representative and their attorneys believe the Settlement is best for the Settlement Class and its members.

## WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

### 5. Am I part of the Settlement?

You are a Class Member if you are a consumer in the United States and were billed for products advertised, marketed, offered for sale, sold, shipped, or caused to be sold or shipped under the La Pura, La'Pura, LaPura brand names or any similar brand name, including any La Pura Product advertised, marketed, offered for sale, sold, shipped, or caused to be advertised, marketed, offered for sale, sold or shipped, by the La Pura and Rocket Management Group Parties between **June 12, 2016** and **October 10, 2024**.

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

Excluded from the Settlement are: (i) jurists and mediators who are or have presided over the Action, Plaintiff's Counsel and Defendants' Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) the Konnektive Parties and any entity in which the Konnektive Parties have a controlling interest, any of their subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; and (iv) any persons who timely opt out of the Settlement Class.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the Settlement provide?

The Settlement Fund will provide Monetary Payments to Class Members who submit valid claims. Class notice and claim administration expenses, Plaintiffs' Counsel's attorneys' fees and expenses and any service award to the Class Representative (discussed below) will also be paid out of the Settlement Fund, if approved by the Court. The settlement distribution process will be administered by an independent Settlement Administrator approved by the Court.

### 7. What can I get from the Settlement?

If you file a Pre-Populated Claim Form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. Regardless of whether you file or filed a Claim Form for the Quick Box Settlement, you must file a separate Claim Form to receive a Monetary Payment from this Settlement with the Konnektive Defendants.

The Monetary Payment is subject to the ultimate amount the Konnektive Defendants pay to the Settlement Fund and is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined.

Based on the applicable purchase records, the Settlement Administrator will determine and notify Class Members of the Monetary Payment Class Members can receive via this Settlement Agreement.

Any money remaining in the Settlement Fund after payment of settlement notice and administration, attorneys' fees and costs (Question 12 below), and Class Representative service awards (Question 12 below) ordered by the Court, and valid Class Member Claims, will be paid pursuant to the *cy pres* doctrine to the National Consumer Law Center.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 8. How can I get my Monetary Payment?

If you are a Class Member, you must fill out and submit a Claim Form to qualify for a Monetary Payment. You can easily file your Claim at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com). You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 877-658-0293. The completed Claim Form must be submitted online by **March 8, 2025**, or by mail at the address below, received by **March 8, 2025**.

Settlement Administrator  
P.O. Box 2449  
Portland, OR 97208-2449

**Regardless of whether you file or filed a Claim Form for the Quick Box Settlement, you must file a separate Claim Form to receive a Monetary Payment from this Settlement with the Konnektive Defendants.**

Upon receiving a completed Claim Form, the Settlement Administrator will review the documentation and confirm or deny your eligibility for an award.

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

**9. When will I receive my Monetary Payment?**

The Court will hold a hearing on **February 6, 2025** (which is subject to change), to decide whether to approve the Settlement with the Konnektive Defendants. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Monetary Payment until any appeals are resolved. Please be patient.

**10. What am I giving up to receive these Settlement benefits?**

Unless you exclude yourself (“opt out”) from the Settlement Class by timely submitting an Exclusion Request (see Questions 13-14 below), you will remain in the Settlement Class. By remaining in the Settlement Class, you “release” and can’t sue, continue to sue, or be part of any other lawsuit against the Konnektive Defendants about the “Released Claims” in this case. These Released Claims are only those claims that you could have brought based on the identical factual predicate of those claims brought in this case about the alleged misleading marketing and labeling of La Pura Products between June 12, 2016 and October 10, 2024.

You are not releasing your legal claims against any Defendant other than the Konnektive Defendants as part of this Settlement by staying in the Settlement Class.

The Settlement Agreement at Section VII (titled “Releases”) describes these “Released Claims” and the “Released Parties” in necessary legal terminology, so read these sections carefully. For ease of reference, the full release section of the Settlement Agreement is available at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or in the public court records on file in this lawsuit. For questions regarding the Releases or what they mean, you can also talk to one of the lawyers listed in Question 11 below for free, or you can talk to your own lawyer at your own expense.

**THE LAWYERS REPRESENTING YOU**

**11. Do I have lawyers in this case?**

The Court has appointed attorneys from the law firm Kneupper & Covey, PC of Huntington Beach, CA, to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

**Class Counsel:**  
Kevin Kneupper  
Cyclone Covey  
KNEUPPER & COVEY, PC  
17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998  
Tel: 512-420-8407  
Email: [cyclone@kneuppercovey.com](mailto:cyclone@kneuppercovey.com)  
Website: [www.kneuppercovey.com](http://www.kneuppercovey.com)

**12. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys’ fees of 1/3 of the ultimate Settlement Fund (either \$666,666.66 or \$1,666,666.66 depending on the final amount the Konnektive Defendants are to pay) and for reimbursement of expenses (approximately \$180,000). Any award of attorneys’ fees and costs will be paid from the Settlement Fund. Class Counsel will also ask the Court for a service award for the Class Representative. The purpose of the service award is to compensate the Plaintiff for her time, efforts and risks taken on behalf of the Settlement Class. Any award of payment to the Class Representative will be paid from the Settlement Fund.

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

## YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a Monetary Payment, but want to keep the right to sue or continue to sue the Konnektive Defendants on your own, on the basis of the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the settlement class.

### 13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a "Request for Exclusion" in the form of a letter or Request for Exclusion form stating that you want to be excluded from the Konnektive Settlement in *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL-DDL. Be sure to include your name, address, telephone number, and basis upon which you are a Class Member. You must mail your Request for Exclusion received by **January 23, 2025** to Settlement Administrator, P.O. Box 2449, Portland, OR 97208-2449. Request for Exclusion forms can be obtained online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).

If you do not follow these procedures and deadlines, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

**Regardless of whether you requested exclusion for the Quick Box Settlement, if you do not want to be bound by the Settlement with the Konnektive Defendants, you must request exclusion from this Settlement with the Konnektive Defendants.**

Excluding yourself from this Settlement will not affect your rights related to the other Defendants in this lawsuit.

### 14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot receive Monetary Payments. But, you may sue, continue to sue, or be part of a different lawsuit against the Konnektive Defendants about the legal issues in this case.

Excluding yourself from this Settlement will not affect your rights related to the other Defendants in this lawsuit.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

### 15. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement with the Konnektive Defendants if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must send a letter. Be sure to include the following information:

- a. The case name and number (*Tan v. Quick Box, LLC*, Case No. 3:20-cv-01082-LL-DDL);
- b. Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- c. A statement under oath that you are a Class Member;
- d. A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- e. A statement of all your objections and the specific grounds supporting your objections;
- f. A statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

- g. Copies of any papers, briefs, or other documents upon which your objection is based; and
- h. Your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation “/s/” or similar annotation will not suffice).

Your objection must be submitted to the Court either by mailing (or by filing it at any location of the United States District Court for the Southern District of California) and served on Class Counsel and Konnektive Defendants’ Counsel received no later than **January 23, 2025** to the following addresses:

<p><b><u>Court:</u></b> Clerk United States District Court, Southern District of California 221 West Broadway San Diego, CA 92101</p>	<p><b><u>Class Counsel:</u></b> Kevin Kneupper Cyclone Covey Kneupper &amp; Covey PC 17011 Beach Blvd., Ste. 900 Huntington Beach, CA 92647</p>	<p><b><u>Konnektive Defense Counsel:</u></b> Christopher Queally 5 Park Plaza, Suite 1100 Irvine, CA 92614</p>
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If you timely file an objection it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

The Court will require substantial compliance with these requirements above. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

**16. What’s the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

**YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING**

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don’t have to.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **February 6, 2025**, at the United States District Court for the Southern District of California, 221 West Broadway San Diego, CA 92101.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Konnektive Settlement, including the amount requested by Class Counsel for attorneys’ fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) You should check this website or the Court’s PACER website to confirm that the date and/or time have not changed.

**18. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer all questions Judge Lopez may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

## 19. May I speak at the Final Approval Hearing?

No. Class Counsel will answer all questions Judge Lopez may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must send a letter saying that it is your “Notice of Intention to Appear in *Tan v. Quick Box, LLC*.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by **January 30, 2025**, and be sent to the Clerk of Court at the address listed in Question 15.

If you want to speak at the Final Approval Hearing without having followed these procedures, you may do so if you demonstrate good cause to the Court.

## YOUR RIGHTS – DO NOTHING

### 20. What happens if I do nothing at all?

If you do nothing, you’ll be part of the Settlement Class, but get no Monetary Payment from the Konnektive Settlement. Unless you exclude yourself, you will not be permitted to continue to assert Released Claims in any other lawsuit against the Konnektive Defendants about the legal issues in this case, ever again.

If you filed a timely and valid Claim Form for the Quick Box Settlement, you may receive a Monetary Payment under that Settlement if approved by the Court.

If you do nothing for the Konnektive Settlement, your rights related to the other Defendants in this lawsuit will not be affected.

## GETTING MORE INFORMATION

### 21. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or by contacting Class Counsel by email or telephone at the address or number listed in response to Question 11 above.

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

You can call toll-free 1-877-658-0293, write to Settlement Administrator, P.O. Box 2449, Portland, OR 97208-2449, or go to [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com), where you will find answers to common questions about the Settlement, a Claim Form, motions for approval of the Settlement and Class Counsel’s request for attorneys’ fees and expenses, and other important documents in the case.

You can also access information about this case through the Court’s Public Access to Court Electronic Records (PACER) system. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court’s docket for the Action at <https://ecf.casd.uscourts.gov/>. You can also access and retrieve documents from the Court’s docket by visiting the Clerk’s Office located at United States District Court for the Southern District of California, Southern District of California, 221 West Broadway, San Diego, CA 921012, during business hours.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

# Attachment 4



**CERTIFICATION**

By signing below, I affirm that the information provided on this Claim Form and any supporting materials submitted with it are true.

Signature:

Date:   -   -

Printed Name:

If submitting your Claim by mail, please return your completed Claim Form, received no later than **March 8, 2025**, to:

Tan v. Konnektive Settlement Administrator  
P.O. Box 2449  
Portland, OR 97208-2449

You can also file your Claim online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).

**Questions? Call 1-877-658-0293 or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).**

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Tel: (512) 420-8407

*Attorneys for Plaintiff LeAnne Tan  
and the putative Class*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

LEANNE TAN, Individually and On  
Behalf of All Others Similarly Situated,  
  
Plaintiffs,  
  
v.  
  
QUICK BOX, LLC, et al,  
  
Defendants.

Case No.: 3:20-cv-1082-LL-DDL

**DECLARATION OF KEVIN  
KNEUPPER IN SUPPORT OF  
PLAINTIFF’S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**Date:** February 6, 2025  
**Time:** \*  
**Ctrm:** 2B  
**Judge:** Hon. Linda Lopez

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

Complaint Filed: June 12, 2020

1 I, Kevin M. Kneupper, do hereby declare as follows:

2 1. I am a partner at Kneupper & Covey PC, counsel for LeAnne Tan. I am  
3 licensed to practice law in the States of California and Texas. I make this declaration to the  
4 best of my knowledge, information, and belief of the facts stated herein.

5 2. I am highly experienced in complex litigation, in particular litigation  
6 involving technological issues. I am further highly experienced in consumer protection  
7 litigation, both in individual cases and in class actions.

8 3. I graduated from the University of Texas School of Law in 2005, ranked 4th  
9 in my class of more than five hundred students. From 2005 through 2007 I clerked for the  
10 Honorable Judge James L. Dennis on the Fifth Circuit Court of Appeals. I was recognized  
11 by name in an *en banc* Fifth Circuit opinion for my contributions as a clerk to work on a  
12 complex series of death penalty cases. *Nelson v. Quarterman*, 472 F.3d 287, 316 n.1 (5th  
13 Cir. 2006) (Dennis, J., concurring).

14 4. From 2007 through 2016 I worked for the law firm of McKool Smith PC, and  
15 was ultimately a principal in the firm. McKool Smith is one of the most highly regarded  
16 plaintiff's law firms in the country, and is particularly known for its strength in complex  
17 technological cases. I worked on a number of lawsuits there, a selection of which are  
18 discussed below, and was a member of the trial team in eight complex lawsuits that went  
19 to jury trials.

20 5. I represented Versata and was a member of the trial team in *Versata Software,*  
21 *Inc. Et Al v. SAP America, Inc. et Al*, 2:07-cv-153 in the Eastern District of Texas, a patent  
22 infringement case involving enterprise software called a "pricer" that automated price  
23 determinations and discount applications. There were two trials in the case—a first trial in  
24 which Versata won \$139 million in damages, and after an intervening change in Federal  
25 Circuit law on the calculation of damages, a \$345 million verdict in a separate retrial of the  
26 damages issues. I represented Versata in both trials and managed a team of attorneys in the  
27 retrial of damages.

1 6. I represented Versata and was a member of the trial team in *Autodata*  
2 *Solutions, Inc. v. Versata Software, Inc. et al*, 2:12-cv-704 in the Eastern District of Texas,  
3 a patent infringement case involving enterprise software. I managed discovery in the case  
4 and presented one of the key witnesses at trial.

5 7. I represented Versata and was a member of the trial team in *Versata Software,*  
6 *Inc. et al v. Sun Microsystems, Inc.*, 2:06-cv-358 in the Eastern District of Texas, a patent  
7 infringement case involving enterprise software called a “configurator” that automatically  
8 configured the parts used in manufacturing by large corporations as product designs are  
9 changed.

10 8. I represented KeyBank and was a member of the trial team in *Datatreasury*  
11 *Corporation v. Wells Fargo & Company et al*, 2:06-cv-72 in the Eastern District of Texas,  
12 a patent infringement case involving check imaging technology. The case settled mid-trial.

13 9. I represented Unwired Planet in *Unwired Planet, LLC v. Apple, Inc.*, 3:13-cv-  
14 4134 in the Northern District of California, a patent infringement lawsuit involving a  
15 number of technologies relating to mobile phones. I was in charge of managing the case  
16 and leading the discovery team. I further participated in the technical analysis of various  
17 iPhone features, including Siri and the gyroscopic technology used in the iPhone.

18 10. I represented Halliburton in *Myklatun et al v. Halliburton Energy Services Inc*  
19 *et al*, 5:09-cv-770 in the Western District of Oklahoma, a breach of contract and tortious  
20 interference case involving microemulsion technology, a chemical used to enhance oil well  
21 production. I managed the lawsuit in its entirety for much of the case, and after successfully  
22 excluding the damages expert for Myklatun on *Daubert*, my client settled its portion of  
23 case the night before the first day of trial.

24 11. I represented Rambus, Inc. in *Rambus, Inc. v. Hynix Semiconductor, Inc. et*  
25 *al*, and was part of the trial team in a jury trial in the Northern District of California. The  
26 case involved DRAM technology, a kind of memory used in computers.

27 12. I was a member of a technical team analyzing the Deepwater Horizon oil spill  
28 incident and its causes for Halliburton as part of the Deepwater Horizon litigation.

1 13. I represented Parkervision in *Parkervision, Inc. v. Qualcomm Incorporated*,  
2 3:11-cv-719 in the Middle District of Florida, a patent infringement case involving cell  
3 phone signal downconversion technology. I was a member of the trial team which obtained  
4 a jury verdict of \$173 million in damages on behalf of Parkervision.

5 14. I represented Solid State Storage Solutions in *Solid State Storage Solutions,*  
6 *Inc. v. Stec, Inc. et al*, 2:11-cv-391, in a patent infringement case involving hard drive  
7 technology. I led discovery efforts and was in charge of brief writing.

8 15. I have worked on numerous other cases, including in shareholder litigation  
9 and other patent infringement and complex business litigation.

10 16. From 2016 through 2018 I spent a sabbatical writing novels, short stories, and  
11 screenplays.

12 17. In mid-2018 I began studying class action law and consumer law in  
13 preparation to found my own law firm.

14 18. In August 2019, I formed Kneupper & Covey PC and am a founding partner  
15 in the firm.

16 19. I have represented or currently represent consumers in numerous consumer  
17 class action cases since starting our firm. For example, I am currently co-counsel in  
18 *McKinney v. Corsair Gaming, Inc.*, No. 3:22cv312 (N.D. Cal.), a case alleging that RAM  
19 products used for gaming were sold using various misrepresentations and omissions related  
20 to “overclocking” of the chip speeds. Our firm partnered with Dovel & Luner, a highly  
21 respected consumer law firm, to pursue those claims. As another example, two of our other  
22 class action suits targeted the “free trial scam,” a long-running scam which has plagued  
23 consumers online in which they are signed up for fake free trials, but then billed hundreds  
24 of dollars every month that they never agreed to. Using methods ranging from source code  
25 and server analysis to a John Doe lawsuit with subpoenas, we have successfully identified  
26 a number of participants who have been engaging in the scam for years without being  
27 caught and had gone to great lengths to hide themselves. Our firm developed customized  
28 software designed not only to archive websites to preserve evidence of these scams, but we

1 developed a “crawler” which automatically searched online to locate websites that were  
2 utilizing a kind of illegal software called a “load balancer” which rotates merchant accounts  
3 from various shell companies as part of credit card laundering schemes commonly used in  
4 these scams. We also represent clients in another class action targeting a “free bottle” scam  
5 in which consumers were defrauded into believing they were receiving free bottles of Keto  
6 diet pills.

7 20. Our “free trial scam” lawsuits have resulted in the defendants in one of our  
8 cases being named as unindicted co-conspirators in a criminal indictment in the Southern  
9 District of New York. Our investigation and lawsuit revealed that those Defendants were  
10 also helping operate an investment scam to defraud investors in a publicly traded cannabis  
11 company on the Canadian stock exchange.

12 21. I have further represented hundreds of individual consumers in various  
13 consumer protection cases. Along with my partner, A. Cyclone Covey, I have been in  
14 charge of three mass arbitrations, in which we have filed large numbers of arbitration  
15 claims against the same defendants. The first of these has settled and the details are  
16 confidential, but involved around 100 consumers. That mass arbitration involved cases  
17 around the country and involved claims brought under the consumer laws of more than 30  
18 states.

19 22. The second mass arbitration was against Vroom, an online car dealer, under  
20 warranty claims that generally involve a failure to provide title to purchasers of cars. I  
21 represented roughly 250 consumers in that mass arbitration, and the bulk of them involved  
22 Texas’s Deceptive Trade Practices Act (an analogue consumer statute to California’s  
23 CLRA). Those claims also involve breach of warranty and UCC claims, the federal  
24 Magnuson-Moss Warranty Act, and breach of the warranty of title. Many of our clients  
25 had been unable to drive their cars for months (or even years) at a time due to the risk of  
26 impoundment or arrest. Our firm’s efforts to force Vroom to properly title the cars it sold  
27 to our clients have been featured in multiple media outlets. *See Justin Gray, Vroom*  
28 *customers say months after buying cars, they still can’t legally drive them*, WSB-TV (June

1 29, 2022), available at <https://www.wsbtv.com/news/local/vroom-customers-say-months->  
2 [after-buying-cars-they-still-cant-legally-drive-](https://www.wsbtv.com/news/local/vroom-customers-say-months-after-buying-cars-they-still-cant-legally-drive-them/JGNLZ7X26FBIJG32MPALCO2HUE/)  
3 [them/JGNLZ7X26FBIJG32MPALCO2HUE/](https://www.wsbtv.com/news/local/vroom-customers-say-months-after-buying-cars-they-still-cant-legally-drive-them/JGNLZ7X26FBIJG32MPALCO2HUE/), Jason Stugenke, *'A rat race': Driver*  
4 *blames Vroom for license plate issues*, WSOC-TV (June 2, 2022), available at  
5 [https://www.wsoctv.com/news/local/rat-race-driver-blames-vroom-license-plate-](https://www.wsoctv.com/news/local/rat-race-driver-blames-vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/)  
6 [issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/](https://www.wsoctv.com/news/local/rat-race-driver-blames-vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/); Karin Price Mueller, *He bought a car*  
7 *from Vroom, but 2 years later he still doesn't have the title. Now it's in an impound lot*,  
8 NJ.COM (Sept. 26, 2022), available at [https://www.nj.com/news/2022/09/he-bought-a-](https://www.nj.com/news/2022/09/he-bought-a-car-from-vroom-but-2-years-later-he-still-doesnt-have-the-title-now-its-in-an-impound-lot.html)  
9 [car-from-vroom-but-2-years-later-he-still-doesnt-have-the-title-now-its-in-an-impound-](https://www.nj.com/news/2022/09/he-bought-a-car-from-vroom-but-2-years-later-he-still-doesnt-have-the-title-now-its-in-an-impound-lot.html)  
10 [lot.html](https://www.nj.com/news/2022/09/he-bought-a-car-from-vroom-but-2-years-later-he-still-doesnt-have-the-title-now-its-in-an-impound-lot.html),

11 23. Our firm is also pursuing a third mass arbitration involving a bankrupt solar  
12 panel provider, Pink Energy, which was accused of a number of improper and fraudulent  
13 practices affecting tens of thousands of people. Many of those people have non-functioning  
14 solar power systems as a result, or were never compensated for fraudulent sales  
15 representations or damage to their homes during installation. We have onboarded a number  
16 of clients to pursue the lenders under the FTC Holder Rule. As a result of my work trying  
17 to protect victims of fraudulent practices in the solar power industry, I was interviewed by  
18 Time Magazine. See Alana Semuels, *Rooftop Solar Power Has a Dark Side*, TIME, Sept.  
19 26, 2023, available at <https://time.com/6317339/rooftop-solar-power-failure/>.

20 24. I have represented a number of different consumers in individual arbitrations  
21 as well. For example, I have represented a consumer with non-functioning solar panels who  
22 were being billed using faked power generation data or consumers whose solar panels were  
23 improperly installed resulting in damage to their homes. I regularly represent consumers in  
24 arbitrations under EFTA or TILA involving banks who refuse to conduct a proper  
25 investigation of fraud claims or credit their accounts.

26 25. I also routinely represent individual consumers in California in both state and  
27 federal court. For example, I have represented a consumer who was sold a vehicle service  
28 contract by a company that refused virtually all car repairs from its customers and

1 consumers who were sold programming courses for tens of thousands of dollars but ended  
2 up with shoddy and overhyped course materials. I have represented consumers against  
3 unfair debt collection efforts under both the Fair Debt Collection Practices Act and the Fair  
4 Credit Reporting Act. I have represented a consumer faced with a 90% interest loan whose  
5 bank accounts were being garnished even after she had paid far more than the original  
6 principal, and I succeeded in lifting a default judgment that had been issued more than five  
7 years earlier by proving that the metadata in contemporaneous photographs she took  
8 showed that the affidavit of service was false because she was not at home at the time five  
9 years earlier. I have also represented an elderly consumer who was deceived into  
10 purchasing solar panels (and whose contract was signed by the salesperson).

11 26. I have represented consumers not only under the main California consumer  
12 protection statutes (the Consumer Legal Remedies Act (“CLRA”), the Unfair Competition  
13 Law (“UCL”), and the False Advertising Law (“FAL”), but have also represented  
14 consumers from other states in numerous arbitrations under various state consumer  
15 protection laws.

16 27. As part of my writing hobby, I filed a *pro se* trademark challenge against a  
17 trademark on the word “cocky” which was being asserted against various romance  
18 novelists who used the word in the titles of their books. The challenge resulted in the  
19 cancellation of the trademark and ensured that authors of romance novels could use the  
20 word freely without risk of legal action against them.

21 28. My efforts to protect consumers and others have received international media  
22 attention in a variety of news publications, including Courthouse News, Bloomberg, Vox,  
23 The Guardian, Slate, The Daily Mail, Bustle, and The Verge, all of which have reported on  
24 lawsuits I was involved in.

25 29. At any given time, Kneupper & Covey represents more than 350 clients in  
26 active matters in consumer law cases. Our firm currently employs five full-time attorneys  
27 (other than Mr. Covey and myself). We employ another part time attorney who primarily  
28 handles intake matters. Mr. Covey and I as well as one of these full-time attorneys are

1 barred in California, while the other full-time attorneys are barred in Georgia and New  
2 York. In the event of a jury trial, we expect that our Georgia and New York attorneys would  
3 be able to file *pro hac vice* applications to participate and would meet the standards for  
4 doing so. The other attorneys working full-time at our firm have excellent academic records  
5 at top-ranked schools such as Stanford Law School (ranked 2<sup>nd</sup> best law school nationally),  
6 Yale Law School (ranked best law school nationally), and Emory University School of  
7 Law (ranked 30<sup>th</sup> best law school nationally), and they come to work for us for the  
8 opportunity to help make socially impactful change using the legal system. Our firm has  
9 adequate resources and staff to pursue this class action and to take it to a bench trial.

10 30. I reviewed our firm's internal data regarding our settlements. Our law firm  
11 has either settled or recovered judgments in over 200 individual consumer law cases in  
12 2023 so far. We are regularly involved in numerous mediations or settlement discussions  
13 in those cases (whose settlements are negotiated individually even if they are categorized  
14 as part of a mass arbitration). In 2023, these individually settled or recovered cases by  
15 Kneupper & Covey amounted to more than \$2.5 million. We have settled over 500  
16 consumer cases in total.

17 31. My partner and I considered a number of different things in determining that  
18 this settlement was a good one for the class. This included the amount, which is at a  
19 minimum a high percentage of the actual damages. We considered that this would be a  
20 partial settlement, enabling the Class to continue pursuing the La Pura Defendants for  
21 additional recovery. We believed our damages calculations were almost certainly close to  
22 correct, in part because of confidential mediation discussions, but also in part because the  
23 Defendant Total Health Supply TUA, Inc. listed its maximum exposure in this matter as  
24 \$18,779,790 in bankruptcy. We were informed that this number came from calculating the  
25 actual damages and trebling them, which would put actual damages at \$6,259,930. This is  
26 slightly less than our own estimate, but very close, and if true would mean we had actually  
27 recovered a higher proportion of the actual damages than we estimate. We also considered  
28 the cost of litigating and that we believed it could be at least two years (or more) to collect

1 through an appeal. We considered informal investigation including publicly available  
2 information about (1) real estate assets held by the Konnektive Parties; (2) corporations in  
3 which the Konnektive Parties had a financial interest; and (3) estimates of their transaction  
4 volume. We considered a sworn declaration outlining the Konnektive Defendants’ assets,  
5 which is confidential. We also conducted investigation into the assets of the individual  
6 Defendants. The Konnektive Defendants have stated that they do not have an insurance  
7 policy which covers the claims here.

8 32. This case involved a lengthy pre-suit investigation of more than six months.  
9 Our investigation continued as the suit progressed, and we have informally obtained a  
10 number of materials that we believe allow us to make an informed decision about the value  
11 of the case in conjunction with discovery. These include archived websites and informal  
12 interviews with former employees of Konnektive. While the case-specific investigation  
13 here began in January 2020, I had been informally investigating the affiliate marketing  
14 industry and the “free trial scam” generally for almost a year prior to that.

15 33. The Konnektive Defendants have produced more than 12,000 pages of  
16 documents in this lawsuit. The Konnektive Defendants further produced highly granular  
17 data about the sales at issue Ms. Tan was deposed, as well as Defendants Matthew  
18 Martorano and Kathryn Martorano. Four former Konnektive employees were deposed, as  
19 well as three current employees. Kiet Lieu was deposed, and the owner of Total Health  
20 Supply TUA, Inc. was questioned under oath at a bankruptcy hearing. Four individuals  
21 employed in the payment processing industry were also deposed, as were several expert  
22 witnesses on either side.

23 34. My partner and I have no connection personally or professionally to the NCLC  
24 and their only relationship has been that we have purchased and utilized highly valuable  
25 practice guides the NCLC has created on consumer law, including in this lawsuit. Other  
26 attorneys at our firm have also attended an NCLC educational conference on consumer  
27 law.

28 35. This settlement occurred after an ENE and two separate mediation efforts by

1 former Magistrate Judge Leshner and Antonio Piazza. Mr. Piazza’s resume and  
2 background is available at <https://www.mediatednegotiations.com/team/>. We consider  
3 both to be highly accomplished and to have contributed heavily to the parties’ ability to  
4 settle these claims. The settlement occurred after a mediator’s proposal by Mr. Piazza.

5 36. My partner and I only agreed to Epiq after we conducted an interview with  
6 them and was satisfied with, in particular, their technical understanding of targeted Internet  
7 advertising. I have significant experience with how Internet advertising on social media  
8 works, not only from marketing books that I have written but from advertising our firm or  
9 its cases online. I also operate an active TikTok account discussing legal cases with almost  
10 11,000 followers, which has been recognized by The Sun, a prominent newspaper based in  
11 the United Kingdom. See Brittany Miller, *Lotto Feud*, THE U.S. SUN, available at  
12 <https://www.the-sun.com/news/8656060/lawyer-powerball-winner-edwin-castro-lawsuit/>  
13 (“Kevin Kneupper, a consumer protection lawyer known for explaining court cases on both  
14 TikTok and YouTube, recently went through Castro's Powerball lawsuit.”). In my  
15 experience, social media advertising is highly effective, and particularly so in cases such  
16 as this where we have access to a list of e-mail addresses which can be used by several  
17 social media networks to target the advertising only to class members (and no one else).  
18 Epiq was knowledgeable about the details of this kind of advertising and my partner and I  
19 questioned them at length about how they would configure and operate it.

20 37. There are no agreements required to be identified under Rule 23(e)(3). The  
21 parties did not make any “side agreements” as part of the settlement and incorporated the  
22 entire agreement into the executed settlement.

23 38. Attached as **Exhibit 1** is a true and correct copy of the fully executed  
24 Agreement of Partial Settlement.

25 //

26  
27 //

28 I declare and state under penalty of perjury pursuant to the laws of the State of

1 California that the foregoing is true and correct, and that this Declaration was executed this  
2 1st day of January, 2025 in Huntington Beach, California.

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8 Kevin M. Kneupper, Esq.  
9 Declarant

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

LEANNE TAN, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

QUICK BOX, LLC *et al.*,

Defendants.

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

**SETTLEMENT AGREEMENT  
AND GENERAL RELEASE**

Judge: Hon. Linda Lopez  
Magistrate Judge: Hon. David  
Leshner

Complaint filed: June 12, 2020

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**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
May 22, 2024 Settlement Agreement.....	1
Preliminary Approval Order.....	2
Final Approval Order.....	3
Final Judgment.....	4
Request for Exclusion Form.....	5
Long-Form Class Notice.....	6
Email Notice.....	7
Postcard Notice.....	8
Pre-Populated Claim Form.....	9

Gordon Rees Scully Mansukhani, LLP  
5 Park Plaza, Suite 1100  
Irvine, CA 92614

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**RECITALS**

1. This Settlement Agreement and General Release (“Settlement Agreement”) is entered into by Plaintiff LeAnne Tan (“Plaintiff”) on behalf of herself and the Class Members, and Defendants Converging Resources Corp. (formerly known as Konnektive Corp.), Konnektive LLC, Konnektive Rewards LLC, Kathryn Martorano, and Matthew Martorano (collectively, the “Konnektive Parties”). Plaintiff and the Konnektive Parties are collectively referred to herein as the “Parties.” This Settlement Agreement supersedes that settlement agreement entered into by the Parties on May 22, 2024, and attached hereto as Exhibit “1”. Capitalized terms used herein are defined in Section II of this Settlement Agreement or as indicated in parentheses.

2. Subject to Court approval, the Parties stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Action as it relates to the Konnektive Parties shall be settled and compromised upon the terms and conditions contained herein.

3. WHEREAS, on June 12, 2020, Plaintiff filed a class action complaint against the Konnektive Parties, among other parties, in the United States District Court for the Southern District of California captioned *Tan v. Quick Box, LLC, et al.*, Case No. 3:20-cv-1082, on behalf of herself and similarly situated consumers as part of a putative nationwide class and a putative California state sub-class; and

4. WHEREAS, Plaintiff subsequently filed a First Amended Complaint (“FAC”) on or about January 7, 2021 (ECF No. 89); and

5. WHEREAS, on April 7, 2021, the Court granted in part and denied in part the Konnektive Parties’ motion to dismiss the FAC (ECF No. 130); and

Gordon Rees Scully Mansukhani, LLP  
5 Park Plaza, Suite 1100  
Irvine, CA 92614

1           6.       WHEREAS, on April 21, 2021, the Konnektive Parties filed Answers  
2 to the FAC, raising numerous defenses and otherwise denying any liability or  
3 wrongdoing (ECF Nos. 137, 138, 139, 140, 141); and

4           7.       WHEREAS, on October 14, 2022 and December 21, 2023, Plaintiff  
5 filed motions seeking to certify two putative classes (ECF Nos. 229, 378); and

6           8.       WHEREAS, on October 31, 2023, Plaintiff filed a motion with the  
7 Court seeking preliminary approval of a class settlement between Plaintiff and  
8 Defendants Quick Box, LLC, Stephen Adelé, James Martell, and Chad Biggins  
9 (collectively, the “Quick Box Parties”), providing for payment of \$5.5 million  
10 (\$5,500,000.00) into a common fund, which amount constitutes “almost the  
11 entirety of the actual damages in this case” (ECF No. 350, at 2); and

12           9.       WHEREAS, on January 12, 2024, the Court granted Plaintiff’s  
13 motions to certify a nationwide class and a California state sub-class (ECF No.  
14 391); and

15           10.       WHEREAS, the Parties have engaged in substantial litigation and  
16 discovery. By way of example, in the course of litigation and in preparation for  
17 trial: (i) the Konnektive Parties have filed motions to dismiss the operative  
18 complaints, motions for summary judgment, motions to exclude all of Plaintiff’s  
19 proposed expert witnesses, and a motion to decertify the classes; (ii) Plaintiff and  
20 the Konnektive Parties have taken dozens of depositions of party and third-party  
21 witnesses; (iii) Plaintiff’s Counsel and the Konnektive Parties’ Counsel have  
22 reviewed thousands of pages of hard-copy and electronic documents produced by  
23 the Konnektive Parties and numerous third-parties; and (iv) the Parties have  
24 engaged in extensive discovery motion practice; and

25           11.       WHEREAS, the Parties participated in an Early Neutral Evaluation  
26 Conference with The Honorable Daniel E. Butcher (Magistrate Judge) on June 30,  
27 2021, a Mandatory Settlement Conference before The Honorable David D.  
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1 Leshner (Magistrate Judge) on September 27, 2023, and an all-day in-person  
2 mediation before Anthony Piazza, Esq., a nationally-renowned mediator, on May  
3 22, 2024, and during the mediation, executed a written settlement agreement which  
4 this Settlement Agreement will supersede; and

5 12. WHEREAS, Plaintiff’s Counsel have determined that a settlement of  
6 the Action on the terms reflected in this Settlement Agreement is fair, reasonable,  
7 adequate, and in the best interests of Plaintiff and Class Members; and

8 13. WHEREAS, the Konnektive Parties, to avoid costs, disruption and  
9 distraction of further litigation, and without admitting the truth of any allegations  
10 made in or related to the Action, or any liability with respect thereto, and expressly  
11 denying any and all material allegations and any liability, have concluded that it is  
12 desirable that the claims against them be settled and dismissed with prejudice on  
13 the terms in this Settlement Agreement; and

14 14. NOW, THEREFORE, this Settlement Agreement is entered into by  
15 and among the Parties, by and through their respective counsel and representatives,  
16 and the Parties agree that: (1) upon the Effective Date, the Action and all Released  
17 Claims shall be fully, finally, and forever settled and compromised as between  
18 Plaintiff and the Settlement Class on the one hand, and the Konnektive Parties on  
19 the other hand; and (2) upon final approval of the Settlement Agreement, the Final  
20 Judgment and Order Approving Settlement shall be entered dismissing the Action  
21 with prejudice and releasing all Released Claims against the Released Parties.

22 **I. DEFINITIONS**

23 As used in this Settlement Agreement and the attached exhibits, the  
24 following terms shall have the meanings set forth below, unless this Settlement  
25 Agreement specifically provides otherwise:

26 1. “Action” means *Tan v. Quick Box, LLC, et al.*, Case No. 3:20-cv-1082  
27 (S.D. Cal.).

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1           2.     “Affiliate” means, with respect to any specified Person, any other  
2 Person directly or indirectly controlling, controlled by or under common control  
3 with such specified Person; “control” means the possession, directly or indirectly  
4 of the power to direct the management and policies of a Person, whether through  
5 the ownership of voting securities, by contract or otherwise; “Person” means a  
6 natural person or business entity.

7           3.     “Attorneys’ Fees and Expenses” means such funds as may be awarded  
8 by the Court to compensate and reimburse Plaintiff’s Counsel for work performed  
9 in this matter, as set forth in Section VIII of this Settlement Agreement.

10          4.     “Bench Trial” means a bench trial by consent and agreement of the  
11 Parties, and with the Parties waiving their right to a jury trial, before Magistrate  
12 Judge David D. Leshner, at which the Parties will only try the issue of liability and  
13 not damages on Plaintiff’s California Consumer Legal Remedies Act claim (Count  
14 I of the FAC (ECF No. 89), specifically under Cal. Civ. Code §§ 1770(a)(2),  
15 (a)(3), (a)(5), (a)(7), (a)(9), and (a)(13) (*see* FAC ¶ 366) (collectively, “CLRA  
16 Claims”) and the Konnektive Parties’ affirmative defenses thereto). Judge Leshner  
17 shall initially determine, in light of prior Orders, filings, or representations in the  
18 Action: (i) whether Plaintiff may proceed on an aiding and abetting theory and  
19 civil conspiracy theory of Plaintiff’s CLRA Claims (Plaintiff’s position), or (ii)  
20 whether, Plaintiff may proceed on an aiding and abetting theory only as to the  
21 CLRA Claims (the Konnektive Parties’ position). Regardless of Judge Leshner’s  
22 initial determination, the Bench Trial will not include any claims involving the  
23 Quick Box Parties.

24          5.     “Claim” means a request for Monetary Payment set forth on Claimant’s  
25 Pre-Populated Claim Form which is submitted to the Settlement Administrator in  
26 accordance with the terms of this Settlement Agreement.

27          6.     “Claimant” means a Class Member who submits a Claim.  
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1 7. “Class Member” means a member of the Settlement Class. Class  
2 Members will be identified via the records produced in this Action. For all Class  
3 Members who are a legal entity, such as a corporation, partnership, business  
4 organization or association, or any other type of legal entity, there can be only one  
5 physical address for purposes of this Settlement Agreement even if the entity has  
6 multiple offices or locations.

7 8. “Class Notice” means, collectively, the Long-form Class Notice,  
8 Email Notice, and Postcard Notice substantially in the forms of the attached  
9 Exhibits 6 through 8 and as discussed in Section V of this Settlement Agreement.

10 9. “Class Notice Program” means the dissemination of Class Notice as  
11 described in Section V.2 below and as described in the attached Exhibits.

12 10. “Class Period” means June 12, 2016 to the date the Preliminary  
13 Approval Order is entered.

14 11. “Class Representative” or “Plaintiff” means LeAnne Tan.

15 12. “Class Representative Service Award” means such funds as may be  
16 awarded by the Court to compensate Plaintiff for her service in this matter.

17 13. “Combined Common Fund” means the Common Fund as set forth in  
18 this Agreement plus the common fund established by the settlement between the  
19 Quick Box Parties and Plaintiff executed in October, 2023.

20 14. “Combined Net Fund” means the Net Fund as set forth in this  
21 Agreement plus the net fund established by the settlement between the Quick Box  
22 Parties and Plaintiff executed in October, 2023.

23 15. “Common Fund” means the sum of either \$2,000,000 (\$2 million  
24 dollars) or \$5,000,000 (\$5 million dollars), depending on the outcome of the Bench  
25 Trial. If Plaintiff obtains a decision from Judge Leshner holding that Plaintiff  
26 proved the issue of liability on any one of its CLRA Claims against the Konnektive  
27 Parties by a preponderance of the evidence and that the Konnektive Parties have  
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1 not proven any of their affirmative defenses, the Common Fund shall be  
2 \$5,000,000 (\$5 million dollars). If Judge Leshner renders a decision holding that  
3 Plaintiff failed to prove the issue of liability on any of its CLRA Claims against the  
4 Konnektive Parties by a preponderance of the evidence and/or that the Konnektive  
5 Parties are otherwise not liable, the Common Fund shall be \$2,000,000 (\$2 million  
6 dollars). Plaintiff shall not be entitled to attorney’s fees, costs, penalties, punitive  
7 damages, injunctive relief or other relief under the CLRA. The Common Fund  
8 amount of either \$2,000,000 or \$5,000,000 shall be the sole and exclusive relief  
9 following the Bench Trial. The Common Fund shall be held in the Escrow  
10 Account established by the Settlement Administrator. Whatever the amount of the  
11 Common Fund, it shall be distributed in the following order: to compensate  
12 Plaintiff’s Counsel for their fees and expenses, as awarded by the Court; to pay the  
13 Settlement Administrator for Notice and Claim Administration Expenses; to pay  
14 the Class Representative Service Award, as awarded by the Court; to provide the  
15 Monetary Payment to Class Members; and to the *Cy Pres* Recipient.

16 16. “Court” means the United States District Court for the Southern  
17 District of California.

18 17. “*Cy Pres* Recipient” means the National Consumer Law Center.

19 18. “Defendants” mean “the Konnektive Parties.”

20 19. “Defendants’ Counsel” or “the Konnektive Parties’ Counsel” means  
21 Christopher B. Queally, Stephen R. Freeland, and Clair E. Wischusen of Gordon  
22 Rees Scully Mansukhani LLP.

23 20. “Direct Notice” means the Email Notice and Postcard Notice included  
24 within the definition of Class Notice above.

25 21. “Effective Date” means the later in time of: (a) the date on which the  
26 time to appeal has expired if no appeal has been taken from the Final Judgment and  
27 Order Approving Settlement; (b) in the event that an appeal or other effort to  
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1 obtain review has been initiated, the date after such appeal or other review has  
2 been finally concluded and is no longer subject to review; or (c) if Settlement Class  
3 Counsel and Defendants agree in writing, any other agreed date that is earlier than  
4 the Effective Date as calculated according to subparagraphs (a) and (b) above.  
5 References to an appeal in this paragraph refer to possible appeals by objectors or  
6 other third parties and is not intended to create an appeal right for Plaintiff or the  
7 Konnektive Parties or otherwise conflict with the provisions of III.5.b.

8 22. “Escrow Account” means the interest-bearing account to be  
9 established by the Settlement Administrator consistent with the terms and  
10 conditions described in this Settlement Agreement and into which Defendants will  
11 deposit the Common Fund.

12 23. “Final Approval Hearing” means the hearing to be conducted by the  
13 Court on such date as the Court may order to determine the fairness, adequacy, and  
14 reasonableness of the Settlement Agreement.

15 24. “Final Judgment and Order Approving Settlement” means,  
16 collectively, the Final Judgment and Final Order Approving Settlement to be  
17 entered by the Court approving the settlement as fair, adequate, and reasonable,  
18 confirming the certification of the Settlement Class, and issuing such other  
19 findings and determinations as the Court and/or the Parties deem necessary and  
20 appropriate to implement the Settlement Agreement. The Final Judgment and  
21 Order Approving Settlement shall be substantially in the form of Exhibits 3 and 4.

22 25. “La Pura and Rocket Management Group Parties” means and includes,  
23 collectively, Beautiful Skin and Health SL, Inc., Beauty and Balance LV, Inc.,  
24 Coastal Beauty Care KV, Inc., Coastal Health & Body TML, Inc., Coastal Skin Care  
25 DC, Inc., Complete Beautiful Skin DT, Inc., Complete Dietary Health DT, Inc., DL  
26 Group, Inc., Diet and Beauty Enterprise JB, Inc., Diet Focus MG, Inc., Dietary 8  
27 Leaves TL, Inc., Dietary Care Group MK, Inc., Dietary Health DL, Inc., Dietary  
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1 Health Management SL, Inc., Dietary Health Supplements ADN, Inc., Dietary Mind  
2 & Body AR, Inc., Dietary Pills TTH, Inc., Dietary Supplements 8 Leaves TL, Inc.,  
3 Dietary Supplements NS, Inc., EM Strength & Wellness Products, Inc., EW Ideal  
4 Health Store, Inc., EW Radiant Skin Store, Inc., Fit Body Forever KZ, Inc., Fit  
5 Lifestyle Enterprise JD, Inc., Fit and Slim Body Olo, Inc., Fitness & Health  
6 Supplements PKL, Inc., Flawless Beauty Forever MC, Inc., Forever Beautiful  
7 Products KZ, Inc., Forever Beauty and Balance JL, Inc., Health & Body Care TN,  
8 Inc., Health & Skin Nutrition JLN, Inc., Health & Wellness Products EM, Inc.,  
9 Health Enterprise AR, Inc., Health Enterprise LT, Inc., Health Skin and Beauty  
10 Maya, Inc., Health Skin and Body JB, Inc., Health and Diet Products ISA, Inc.,  
11 Health and Fitness Lifestyle JL, Inc., Healthy and Slim TT, Inc., Healthy Beautiful  
12 Skin JD, Inc., Healthy Body & Balance CD, Inc., Healthy Fit Lifestyle DC, Inc.,  
13 Healthy Leaves TL, Inc., Healthy Lifestyle Diet JL, Inc., Healthy Skin Group TQH,  
14 Inc., Healthy Skin Lifestyle JB, Inc., Healthy Supplements Maya, Inc., Ideal Skin &  
15 Health Care NA, Inc., Lasting Fitness & Beauty JLN, Inc., PKL Everlasting Beauty,  
16 Inc., Radiant Skin & Body Shop ATN, Inc., Remarkable Beauty TN, Inc.,  
17 Remarkable Health Supply PO, Inc., Select Skin Products MV, Inc., Skin Beauty &  
18 Health JN, Inc., Skin Beauty Enterprise MG, Inc., Skin Beauty Products ISA, Inc.,  
19 Skin Beauty and Balance CD, Inc., Skin Care Enterprise TTH, Inc., Skin Care  
20 Group MK, Inc., Skin Products Rubio, Inc., Skin and Beauty NS, Inc., Strength &  
21 Fitness Lifestyle LT, Inc., Total Fitness & Health MC, Inc., Total Health Supply  
22 TUA, Inc., Vibrant Face & Beauty Shop ATN, Inc., Rocket Management Group,  
23 LLC, Kiet Lieu, Punky Ngo, Marc Evans, Ryan Huong and Janelle Zuniga.

24 26. “La Pura Product” means any product manufactured, marketed, sold,  
25 or otherwise promoted under the La Pura, La’Pura, La’ Pura or LaPura brand  
26 names or any variation thereof or any similar brand name, including (but not  
27 limited to) La’Pura and LaPura.

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1 27. “Long-form Class Notice” means the legal notice of the terms of the  
2 proposed Settlement, as approved by the Court, to be distributed according to the  
3 Class Notice Program. The Long-form Class Notice shall be substantially in the  
4 form of the attached Exhibit 6.

5 28. “Monetary Payment” means the cash settlement awards paid to  
6 eligible Claimants as set forth in Section III of this Settlement Agreement.

7 29. “Motion for Final Approval” means the motion filed by Settlement  
8 Class Counsel, on a date set by the Court in advance of the Final Approval  
9 Hearing, seeking entry of the Final Judgment and Order Approving Settlement.

10 30. “National Change of Address Registry” means the national change of  
11 address registry maintained by the United States Postal Service.

12 31. “Net Fund” means the amount remaining in the Common Fund after  
13 payment of Attorneys’ Fees and Expenses, Notice and Claim Administration  
14 Expenses, and Class Representative Service Award.

15 32. “Notice and Claim Administration Expenses” means costs and  
16 expenses incurred by the Settlement Administrator, including all notice expenses,  
17 the costs of administering the Class Notice Program, and the costs of processing  
18 claims and distributing all the Monetary Payment to Claimants.

19 33. “Notice Date” means the date by which the Settlement Administrator  
20 shall commence dissemination of the Class Notice, which shall be within forty-five  
21 (45) days from the Preliminary Approval Order, unless the Parties agree to a  
22 different date, subject to Court approval. The Notice Date will be at least thirty  
23 (30) days after the receipt of sales and consumer data by the Settlement  
24 Administrator.

25 34. “Objection Date” means the date by which Class Members must file  
26 and serve objections to the Settlement Agreement and shall be no later than  
27 fourteen (14) days before the date first set for the Final Approval Hearing.  
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1 35. "Opt-Out Date" means the receipt date by which a Request for  
2 Exclusion must be submitted to the Settlement Administrator, and shall be no later  
3 than fourteen (14) days before the date first set for the Final Approval Hearing.

4 36. "Original Claim Deadline" means the date by which all Pre-Populated  
5 Claim Forms must be submitted to the Settlement Administrator to be considered  
6 timely. The Original Claim Deadline shall be thirty (30) days after the date first  
7 set by the Court for the Final Approval Hearing, unless the Parties agree to a  
8 longer period.

9 37. "Plaintiff's Counsel" means Kneupper & Covey PC.

10 38. "Pre-Populated Claim Form" means the document to be submitted by  
11 a Claimant requesting a Monetary Payment as determined by the Settlement  
12 Administrator that is substantially in the form of Exhibit 9 (modified as necessary  
13 only to provide full clarity to Claimants of their Monetary Payment and conform to  
14 the requirements of on-line submission).

15 39. "Preliminary Approval Order" means the order to be entered by the  
16 Court conditionally certifying the Settlement Class, preliminarily approving the  
17 Settlement Agreement, setting the date of the Final Approval Hearing, appointing  
18 Settlement Class Counsel for the Settlement Class, approving the Class Notice  
19 Program and forms of Class Notice, and setting the Opt-Out Date, Objection Date,  
20 and Notice Date, the proposed form of which is attached as Exhibit 2.

21 40. "Released Claims" means all claims relating to, arising from or  
22 connected with the advertising, marketing, offering for sale, sale, shipment, or use of  
23 any La Pura Products under the La Pura, La'Pura, La' Pura or LaPura brand names  
24 or any similar brand name, including any La Pura Product advertised, marketed,  
25 offered for sale, sold, shipped, or caused to be advertised, marketed, offered for  
26 sale, sold or shipped, by the La Pura and Rocket Management Group Parties.  
27 "Released Claims" also include, but are not limited to, all claims asserted in the  
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1 FAC, or which could have been asserted in the Action.

2 41. “Released Party” or “Released Parties” means Defendants and their  
3 corporate parents, subsidiaries, divisions, departments, agents, affiliates, and  
4 members of their immediate family, and any and all of their past and present  
5 officers, directors, employees, stockholders, agents, successors, attorneys, insurers,  
6 representatives, licensees, licensors, subrogees, and assigns, including, but not  
7 limited to the Konnektive Parties, and any private equity owners of the Released  
8 Parties. For the avoidance of doubt, “Released Party” or “Released Parties”  
9 specifically excludes the Quick Box Parties and the La Pura and Rocket  
10 Management Group Parties.

11 42. “Releasing Party” means Plaintiff and each Class Member.

12 43. “Request for Exclusion” means the written communication that must  
13 be submitted to the Settlement Administrator and received by or before the Opt-  
14 Out Date by a Class Member who wishes to be excluded from the Settlement  
15 Class. A Request for Exclusion form that is substantially in the form attached as  
16 Exhibit 5 shall be made available on the Settlement Website.

17 44. “Settlement Administrator” means Epiq Class Action and Claims  
18 Solutions, the entity retained by the Parties and approved by the Court to design,  
19 consult on, and implement the Class Notice Program for disseminating Class  
20 Notice, administer and send the Monetary Payment to eligible Claimants, and  
21 perform overall administrative functions.

22 45. “Settlement Agreement” or “Settlement” means this Settlement  
23 Agreement and General Release (including all Exhibits attached to this Settlement  
24 Agreement and General Release).

25 46. “Settlement Class” means all consumers in the United States who,  
26 during the Class Period, were billed for products advertised, marketed, offered for  
27 sale, sold, shipped, or caused to be sold or shipped under the La Pura, La’Pura, La’  
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1 Pura or LaPura brand names or any similar brand name, including any La Pura  
2 Product advertised, marketed, offered for sale, sold, shipped, or caused to be  
3 advertised, marketed, offered for sale, sold or shipped, by the La Pura and Rocket  
4 Management Group Parties. Excluded from the Settlement Class are: (i) jurists  
5 and mediators who are or have presided over the Action, Plaintiff’s Counsel and  
6 Defendants’ Counsel, their employees, legal representatives, heirs, successors,  
7 assigns, or any members of their immediate family; (ii) any government entity; (iii)  
8 the Konnektive Parties and any entity in which the Konnektive Parties have a  
9 controlling interest, any of their subsidiaries, parents, affiliates, and officers,  
10 directors, employees, legal representatives, heirs, successors, or assigns, or any  
11 members of their immediate family; and (iv) any persons who timely opt out of the  
12 Settlement Class.

13 47. “Settlement Class Counsel” means Kevin Kneupper and Cyclone  
14 Covey of Kneupper & Covey, PC.

15 48. “Settlement Website” means the Internet website to be created and  
16 maintained for this settlement by the Settlement Administrator to provide  
17 information to the public and the Settlement Class about this Settlement Agreement.

18 49. “Supplemental Claim Deadline” means an additional sixty (60) days  
19 after the Original Claim Deadline for Class Members to submit Claims in the event  
20 the Net Fund would exceed the value of the aggregate Claims after *pro rata*  
21 upward adjustment as described in Section III.4 below.

22 Capitalized terms used in this Settlement Agreement, but not defined in  
23 Section I, shall have the meanings ascribed to them elsewhere in this Settlement  
24 Agreement.

25 **II. CERTIFICATION OF SETTLEMENT CLASS**

26 Within twenty-one (21) days of the full execution of this Settlement  
27 Agreement, Plaintiff’s Counsel shall file a motion for preliminary approval of the  
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1 Settlement Agreement (“Preliminary Approval Motion”). As part of the  
2 Preliminary Approval Motion, Plaintiff will seek preliminary certification of the  
3 Settlement Class as defined in Section I.46. Defendants consent, solely for  
4 purposes of settlement, to the certification of the Settlement Class, to the  
5 appointment of Settlement Class Counsel, and to the approval of Plaintiff as a  
6 suitable representative of the Settlement Class. However, if the Court fails to  
7 approve this Settlement Agreement, the Parties agree that the Settlement Class shall  
8 be decertified and Defendants shall retain all rights they had prior to this Settlement  
9 Agreement, including, but not limited to, the right to object to the maintenance of  
10 the Action as a class action and to prosecute their pending motion to decertify the  
11 originally certified class (ECF No. 422), to prosecute their pending motion for  
12 summary judgment (ECF No. 400), and to otherwise defend the claim.

13 **III. SETTLEMENT RELIEF**

14 1. The Class Notice Program and Claims procedure shall comply with all  
15 applicable rules in the Southern District of California.

16 2. Class Members who submit a timely, valid Pre-Populated Claim Form  
17 will receive a Monetary Payment.

18 3. The Monetary Payment

19 a. For purposes of this Settlement Agreement only, the Settlement  
20 Class is readily ascertainable. Plaintiff’s Counsel is in possession of purchase  
21 records related to purchases of La Pura Products sold, marketed, or otherwise  
22 promoted by the La Pura and Rocket Management Group Parties.

23 b. Based on the applicable purchase records, the Settlement  
24 Administrator will determine and notify Class Members of the amount of  
25 Monetary Payment Class Members can receive via this Settlement Agreement.

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1 c. The Monetary Payment awarded to each Class Member will be  
2 based on the purchases made by each Class Member, as reflected in the purchase  
3 records.

4 d. The Monetary Payment is subject to a *pro rata* increase or  
5 decrease depending upon the amount remaining in the Net Fund after all eligible  
6 Claims are determined, as described below.

7 4. *Pro Rata* Adjustments, the Supplemental Claim Deadline, and *Cy*  
8 *Pres* Contribution.

9 a. If the amount of the Combined Net Fund is less than the  
10 aggregate amount of valid Claims submitted in accordance with the Original Claim  
11 Deadline, each Claim for a Monetary Payment shall be reduced on a *pro rata* basis.

12 b. If the amount of the Combined Net Fund exceeds the aggregate  
13 amount of valid Claims submitted in accordance with the Original Claim Deadline,  
14 the Settlement Administrator will determine if increasing each valid Monetary  
15 Payment Claim by up to three (3) times the claimed amount will exhaust the Net  
16 Fund. If so, amounts paid on Claims will be increased *pro rata* up to three (3)  
17 times the claimed amounts.

18 c. If, however, the amount of the Combined Net Fund after a *pro*  
19 *rata* increase of three (3) times the original claimed amounts would still exceed the  
20 aggregate amount of those upward adjusted valid Claims submitted in accordance  
21 with the Original Claim Deadline, then the Original Claim Deadline shall be  
22 extended for all Class Members by sixty (60) days (and this fact shall be  
23 prominently updated on the homepage of the Settlement Website) and additional  
24 Notice will be provided to those Class Members who did not submit a Claim in  
25 accordance with the Original Claim Deadline. This Notice will inform these Class  
26 Members that they have an additional sixty (60) days (the Supplemental Claim  
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1 Deadline) to submit a Pre-Populated Claim Form to receive the Monetary  
2 Payment.

3 d. At the time of disbursement, each Claimant will receive an email  
4 and/or mobile phone text providing the Claimant with several digital options to  
5 immediately receive the Monetary Payment, such as PayPal, Venmo, digital  
6 MasterCard, or eCheck. At that time, the Claimant may also request a physical  
7 check, and the cost of mailing such check will be paid from the Combined Net Fund.

8 e. Monetary Payment checks will be valid for ninety (90) days.  
9 Any amount remaining in the Combined Net Fund as a result of Monetary Payment  
10 checks that remain uncashed more than ninety (90) days after the date on the  
11 check, or as a result of Monetary Payment checks returned with no forwarding  
12 address and for which a current address cannot be reasonably obtained, and any  
13 remaining funds that the Settlement Administrator was unable to distribute, will be  
14 paid to the *Cy Pres* Recipient. Any Class Member who fails to negotiate the check  
15 within the ninety (90) day period forever waives and releases his or her claim for  
16 payment of the amount represented by the Monetary Payment check. In addition  
17 to Monetary Payment checks, Monetary Payments may be provided to Class  
18 Members electronically through established electronic payment services such as  
19 PayPal, Venmo, digital MasterCard, or eCheck as requested by Class Members.

20 5. Release of the Common Fund

21 a. Plaintiff’s motion for Attorneys’ Fees and Expenses shall be  
22 filed at least thirty (30) days before the deadline for objecting to the Settlement  
23 Agreement.

24 b. After the Effective Date, the Parties shall hold the Bench Trial  
25 at a time that is convenient to Judge Leshner and the Parties. Within thirty (30)  
26 days of Judge Leshner’s final decision on the CLRA Claims in the Bench Trial,  
27 Defendants shall deposit the applicable amount of the Common Fund into the  
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1 Escrow Account. In no event shall Defendants be responsible for any payment,  
2 fees, or costs other than establishing the Common Fund of either \$2,000,000 (\$2  
3 million dollars) or \$5,000,000 (\$5 million dollars). Judge Leshner shall have  
4 discretion in the manner in which the Bench Trial is conducted, and the Parties  
5 reserve all arguments as to the admissibility (or lack thereof) of any evidence or  
6 testimony. The Konnektive Defendants expressly reserve the right to assert any  
7 affirmative defense pled in their operative answer at the Bench Trial. Neither party  
8 shall have any right to appeal any part of Judge Leshner’s decision.

9 c. Within twenty-one (21) days after the funding of the Common  
10 Fund, Settlement Class Counsel will file an accounting with the Court detailing the  
11 amount of expenses Settlement Class Counsel has incurred from the date of the  
12 Final Judgment and Order Approving Settlement which Settlement Class Counsel  
13 seeks as part of their Attorneys’ Fees and Expenses, as well as the amount of  
14 Notice and Claim Administration Expenses for the Settlement Administrator.  
15 Upon order of the Court following submission of the accounting, the Attorneys’  
16 Fees and Expenses shall be paid to Settlement Class Counsel. Within seven (7)  
17 days of the entry of that order, the Notice and Claim Administration Expenses will  
18 be paid to the Settlement Administrator. Thereafter, the Net Fund will be made  
19 available to pay the Court-approved Class Representative Service Award and to  
20 pay Class Members’ Claims for the Monetary Payment benefit.

21 d. Within twenty-one (21) days after distribution of the Monetary  
22 Payments to Claimants, Settlement Class counsel will file a post-distribution  
23 accounting.

24 e. Upon order of the Court following submission of the post-  
25 distribution accounting, the remainder of the Attorneys’ Fees and Expenses, if any,  
26 shall be paid to Settlement Class Counsel.

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1 f. All funds held by the Settlement Administrator shall be deemed  
2 and considered to be in *custodia legis* of the Court and shall remain subject to the  
3 jurisdiction of the Court, until distributed pursuant to this Settlement Agreement.  
4 All funds held by the Settlement Administrator shall be deemed a “qualified  
5 settlement fund” within the meaning of the United States Treasury Reg. § 1.46B-1  
6 at all times since creation of the Escrow Account. Any interest earned on any  
7 amounts in the Escrow Account shall be allocated to pay Settlement Administrator  
8 expenses. All taxes (including any estimated taxes and any interest or penalties  
9 relating to them) arising with respect to the income earned by the Escrow Account  
10 or otherwise, including any taxes or tax detriments that may be imposed upon  
11 Defendants, Defendants’ counsel, Plaintiff and/or Class Counsel with respect to  
12 income earned by the Escrow Account for any period during which the Escrow  
13 Account does not qualify as a “qualified settlement fund” for the purpose of federal  
14 or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the  
15 Escrow Account. Defendants and Defendants’ Counsel and Plaintiff and  
16 Plaintiff’s Counsel shall have no liability or responsibility for any of the Taxes and  
17 make no representations as to the taxability of any portions of the Monetary  
18 Payment to any Claimant, including Plaintiff. The Escrow Account shall  
19 indemnify and hold Defendants and Defendants’ counsel and Plaintiff and  
20 Plaintiff’s Counsel harmless for any Taxes (including, without limitation, Taxes  
21 payable by reason of any such indemnification). The Settlement Administrator  
22 shall prepare, send, file, and furnish all tax information reporting forms as required  
23 by the Internal Revenue Service pursuant to the Internal Revenue Code and related  
24 Treasury Regulations, including Form 1099s. The Parties agree to cooperate with  
25 the Settlement Administrator, each other, and their tax attorneys and accountants to  
26 the extent reasonably necessary to carry out the provisions of this paragraph. Any  
27 interest shall not be subject to withholding and shall, if required, be reported  
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1 appropriately to the Internal Revenue Service by the Settlement Administrator.  
2 The Class Action Settlement Administrator is responsible for payment of all taxes  
3 and interest in the Common Fund and/or Net Fund.

4 **IV. PRE-POPULATED CLAIM FORM SUBMISSION, REVIEW AND**  
5 **PAYMENT**

6 1. To be eligible to receive the Monetary Payment, Class Members  
7 must submit a valid and timely Pre-Populated Claim Form. Pre-Populated  
8 Claim Forms may be submitted either by mail or electronically through the  
9 Settlement Website and if submitted by mail must be received or submitted  
10 electronically on or before the Original Claim Deadline (or the Supplemental  
11 Claim Deadline, if applicable).

12 2. Pre-Populated Claim Forms will be available upon request made  
13 through the Settlement Website or otherwise to the Settlement Administrator  
14 and will be mailed or emailed to Class Members by the Settlement  
15 Administrator. Hard copy Pre-Populated Claim Forms may be submitted to the  
16 Settlement Administrator by U.S. Mail or other regularly maintained mail  
17 delivery service.

18 3. The Settlement Administrator shall review Claims to determine if the  
19 Claimant has substantially complied with the instructions on the Pre-Populated Claim  
20 Form and process the Claim accordingly. The Settlement Administrator shall  
21 make final decisions on whether a Claim is valid subject to the agreement of  
22 Settlement Class Counsel and Defendants' Counsel.

23 4. The Settlement Administrator's review of Claims will be in  
24 accordance with standard fraud detection practices regularly employed by the  
25 Settlement Administrator to prevent the approval and payment of Claims that are  
26 fraudulent or invalid.

27 5. Claimants entitled to receive the Monetary Payment will be given the  
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option of receiving payment electronically or mailed a check by first class mail to the address on the Pre-Populated Claim Form. Payments will be mailed within seven (7) days after the process described in Section III.5 is completed.

**V. ADMINISTRATION AND CLASS NOTICE**

1. Settlement Administrator

a. Subject to Court approval, the Parties shall retain Epiq Class Action and Claims Solutions to help implement the terms of the Settlement Agreement.

b. The Settlement Administrator will be tasked with conducting matters relating to the administration of this Settlement Agreement, as set forth herein. Those responsibilities include, but are not limited to (1) arranging for dissemination of the Class Notice, (2) emailing or arranging for emailing or physical mailing or other distribution of the Class Notice and the Monetary Payment to Claimants, (3) handling returned mail and email not delivered to Class Members, (4) locating and identifying any email address of Class Members where the email is returned or no email address is available, (5) making any additional mailings required under the terms of this Settlement Agreement, (6) answering written inquiries from Class Members and/or forwarding such inquiries to Settlement Class Counsel or their designee, (7) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence and Requests for Exclusion from the Settlement, (8) establishing the Settlement Website that posts the operative complaint, Settlement Agreement, the Class Notice, and other related documents, (9) establishing and maintaining a toll-free telephone number that will provide settlement-related information to Class Members, (10) reviewing Claims for compliance and fraud detection, (11) establishing and administering the Escrow Account to hold the Common Fund, and (12) otherwise assisting with administration of the Settlement Agreement.

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1 c. The contract with the Settlement Administrator shall obligate  
2 the Settlement Administrator to abide by the following performance standards:

3 i. The Settlement Administrator shall accurately and  
4 neutrally describe, and shall train and instruct its employees and agents to  
5 accurately and objectively describe, the provisions of this Settlement Agreement in  
6 communications with Class Members; and

7 ii. The Settlement Administrator shall provide prompt,  
8 accurate and objective responses to inquiries from Settlement Class Counsel or  
9 their designee, the Konnektive Parties and/or the Konnektive Parties' Counsel.

10 2. Class Notice

11 a. Class Notice: The Class Notice forms will include the Long-  
12 form Class Notice, Email Notice, and Postcard Notice.

13 b. The Long-form Class Notice available on the Settlement  
14 Website and to be sent to Class Members at their request shall be in substantially  
15 the form of Exhibit 6. The Long-form Class Notice shall be available in English.  
16 At a minimum, the Long-form Class Notice shall:

17 i. include a short, plain statement of the background of the  
18 Action and the proposed Settlement Agreement;

19 ii. describe the proposed settlement relief as set forth in this  
20 Settlement Agreement;

21 iii. inform Class Members that, if they do not exclude  
22 themselves from the Settlement Class, they may be eligible to receive relief;

23 iv. describe the procedures for participating in the  
24 Settlement, including all applicable deadlines, and advise Class Members of their  
25 rights to submit a Claim to be eligible to receive a Monetary Payment under the  
26 Settlement Agreement;

27 v. explain the scope of the Release;

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1 vi. state that any Monetary Payment to Class Members is  
2 contingent on the Court’s final approval of the Settlement Agreement;

3 vii. state the identity of Settlement Class Counsel and the  
4 amount sought in Attorneys’ Fees and Expenses and Class Representative Service  
5 Award;

6 viii. explain the procedures for opting out of the Settlement  
7 Class including the applicable deadline for opting out;

8 ix. explain the procedures for objecting to the Settlement  
9 Agreement including the applicable deadline; and

10 x. explain that any judgment or orders entered in the  
11 Action, whether favorable or unfavorable to the Settlement Class shall include and  
12 be binding on all Class Members who have not been excluded, even if they have  
13 objected to the proposed Settlement Agreement and even if they have another  
14 claim, lawsuit, or proceeding pending against Defendants.

15 c. Email Notice and Postcard Notice: The Email Notice and  
16 Postcard Notice shall be in substantially the form of Exhibits 7 and 8, and shall  
17 include the web address of the Settlement Website and a telephone number for the  
18 Settlement Administrator, a description of the Settlement Class, a description of  
19 relief available to the Settlement Class and the Original Claim Deadline (or any  
20 Supplemental Claim Deadline), and an explanation of the right to object and/or  
21 opt-out of the Settlement Class and the deadlines to exercise these rights.

22 d. Website Notice: The Settlement Website shall be created and  
23 maintained by the Settlement Administrator. The Settlement Website shall be  
24 available in English. The Settlement Website shall be activated no later than the  
25 Notice Date and shall remain active until sixty (60) days after the settlement  
26 benefits are distributed to Claimants. The URL of the Settlement Website will be  
27 “[[www.LaPuraQuickBoxandKonnektiveSettlement.com](http://www.LaPuraQuickBoxandKonnektiveSettlement.com)],” or another URL

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1 descriptive of the settlement. The Settlement Administrator shall post the Long-  
2 form Class Notice, a copy of this Settlement Agreement and its Exhibits, the  
3 Preliminary Approval Motion, the Preliminary Approval Order, the operative  
4 complaint, the Motion for Final Approval and motion for Attorneys’ Fees and  
5 Expenses, the Final Approval Order, answers to frequently asked questions, the  
6 number for the toll-free hotline maintained by the Settlement Administrator for this  
7 Settlement, Settlement-related deadlines, and any other materials or information  
8 the Parties agree to include on the Settlement Website. These documents shall be  
9 available on the Settlement Website for as long as the Settlement Website is active.

10 e. The Parties agree to consult with the Settlement Administrator  
11 about the possibility of additional notice to the Settlement Class or to individual  
12 Class Members, such as internet advertising and targeting procedures, as part of  
13 the Class Notice Program.

14 f. Class Action Fairness Act Notice: the Konnektive Parties shall  
15 work with the Settlement Administrator to comply with all notice requirements  
16 imposed by 28 U.S.C. § 1715(b).

17 g. Dissemination of Class Notice

18 i. Direct Notice: The Email Notice shall be sent via email,  
19 or for those Class Members for whom an email address is not available but a  
20 physical address is available, then the Postcard Notice shall be sent via the United  
21 States Postal Service, to every Class Member who can be identified in the purchase  
22 records of La Pura Products available from the information provided in the Action.  
23 The Parties shall provide the Settlement Administrator any of the aforementioned  
24 Class Member contact information it possesses. Direct Notice will be sent on the  
25 Notice Date, and if applicable, again to those Class Members who did not submit a  
26 Claim in accordance with the Original Claim Deadline. Prior to the Notice Date,  
27 the Settlement Administrator shall employ its regular data processing and data  
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1 cleaning procedures on the records (names/addresses) for the Direct Notice. The  
2 Settlement Administrator shall design the Direct Notice (for both delivery by U.S.  
3 Mail and by email) in such a manner as to enhance the likelihood that it will be  
4 opened or viewed by the Class Members. After posting of the Postcard Notice by  
5 the Settlement Administrator with the United States Postal Service, for any such  
6 mailed notices returned as undeliverable, the Settlement Administrator shall utilize  
7 the National Change of Address Registry in an attempt to obtain better addresses  
8 for such returned mail notices, and should that registry show a more current  
9 address, the Settlement Administrator shall send the returned Postcard Notice to  
10 the more current address. The Settlement Administrator will promptly resend any  
11 Postcard Notice that is returned as undeliverable with a forwarding U.S. Mail  
12 address to such forwarding address. For any email that is returned as  
13 undeliverable, the Settlement Administrator shall use commercially reasonable  
14 efforts to obtain a current email address(es), and resend the Email Notice to such  
15 email addresses.

16 ii. Website Notice: No later than the Notice Date, the  
17 Settlement Administrator will post the Long-form Class Notice on the Settlement  
18 Website, and shall post the additional documents and information discussed in  
19 Section V.2.d above as they become available. Such documents and information  
20 may also be posted on Settlement Class Counsel’s website and Plaintiff’s  
21 Counsel’s websites at their option.

22 iii. Toll-Free Telephone Number: No later than the Notice  
23 Date, the Settlement Administrator shall establish a toll-free telephone number that  
24 will provide Settlement-related information to Class Members via recorded FAQs.

25 iv. Upon Request: The Long-form Class Notice and Pre-  
26 Populated Claim Form shall also be sent via electronic mail or regular mail to  
27 Class Members who so request.

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**VI. OBJECTIONS AND REQUESTS FOR EXCLUSION**

1. Objections

a. Any Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and served on Settlement Class Counsel and Defendants’ Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector’s name, address, telephone number and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) a statement under oath that the objector is a Class Member; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the specific grounds supporting the objection; (f) a statement whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (g) copies of any papers, briefs, or other documents upon which the objection is based; and (h) the objector’s handwritten, dated signature (the signature of objector’s counsel, an electronic signature, and the annotation “/s” or similar annotation will not suffice).

b. Any Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member’s expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement Agreement. Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on Settlement Class Counsel and Defendants’ Counsel, and file the notice of appearance with the Court, no later than seven (7) days before the Final Approval Hearing, or as the Court may otherwise direct. The written notice and objection requirements may be excused by the Court upon a showing of good cause.

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1           c. Absent a showing of good cause, any Class Member who fails  
2 to substantially comply with the provisions of Sections VI.1.a-b above shall waive  
3 and forfeit any and all rights he or she may have to appear separately and/or to  
4 object and shall be bound by all of the terms of this Settlement Agreement and by  
5 all proceedings, orders and judgments, including, but not limited to, the Releases in  
6 Section VII, in the Action.

7           2. Requests for Exclusion

8           a. Any member of the Settlement Class may request to be  
9 excluded from the Settlement Class. A Class Member who wishes to opt out of the  
10 Settlement Class must do so no later than the Opt-Out Date. To opt out, a Class  
11 Member must send to the Settlement Administrator a written Request for Exclusion  
12 that is received no later than the Opt-Out Date. The Request for Exclusion must be  
13 personally signed by the Class Member and contain a statement that indicates a  
14 desire to be excluded from the Settlement Class. No person may opt out of the  
15 Settlement Class for any other person or be opted-out by any other person, and no  
16 Class Member shall be deemed opted-out of the Settlement Class through any  
17 purported “mass” or “class” opt-outs.

18           b. Any Class Member who does not submit a timely, written  
19 Request for Exclusion shall be bound by all subsequent proceedings, orders and the  
20 Final Judgment and Order Approving Settlement in the Action, even if he or she  
21 has pending, or subsequently initiates, litigation, arbitration, or any other  
22 proceeding against Defendants relating to the Released Claims.

23           c. Any Class Member who properly requests to be excluded from  
24 the Settlement Class shall not: (a) be bound by any orders or judgments entered in  
25 the Action relating to the Settlement Agreement; (b) be entitled to submit a Claim,  
26 or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the  
27 Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement  
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1 Agreement.

2 d. The Settlement Administrator shall provide Settlement Class  
3 Counsel and Defendants' Counsel with a final list of all timely Requests for  
4 Exclusion within three (3) days after the Opt-Out Date. Settlement Class Counsel  
5 shall file the final list of all timely Requests for Exclusion prior to or at the Final  
6 Approval Hearing.

7 **VII. RELEASES**

8 1. As a material condition for the Konnektive Parties to agree to this  
9 Settlement Agreement, upon the Effective Date Plaintiff expressly releases her  
10 claims against the Konnektive Parties brought under the federal civil RICO statute,  
11 18 U.S.C. § 1961 *et seq.* (FAC (ECF No. 89) Count V), including, but not limited  
12 to, her claims that the Konnektive Parties conspired with the La Pura and Rocket  
13 Management Group Parties, and any other parties, to defraud consumers and  
14 violate any other law.

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

19 3. Without limiting the foregoing, the Released Claims specifically  
20 extend to claims that Plaintiff and the Settlement Class do not know or suspect to  
21 exist in their favor at the time the Settlement and the releases contained therein  
22 become effective. This Section constitutes an express waiver, including without  
23 limitation as to any other applicable law, of the rights and benefits available under  
24 California Civil Code section 1542, to the extent such section applies to any  
25 Settlement Class Member, which provides:

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

5 Plaintiff and the Settlement Class understand and acknowledge the significance of  
6 these waivers of California Civil Code Section 1542 and similar federal and state  
7 statutes, case law, rules, or regulations relating to limitations on releases. In  
8 connection with such waiver and relinquishment, Plaintiff and the Settlement Class  
9 acknowledge that they are aware that they may hereafter discover facts in addition  
10 to, or different from, those facts that they now know or believe to be true with  
11 respect to the subject matter of the Settlement, but that it is their intention to  
12 release fully, finally, and forever all Released Claims with respect to the Released  
13 Parties, and in furtherance of such intention, the releases of the Released Claims  
14 shall be and remain in effect notwithstanding the discovery or existence of any  
15 such additional or different facts.

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

20 **VIII. ATTORNEYS’ FEES AND EXPENSES AND CLASS**  
21 **REPRESENTATIVE SERVICE AWARD**

22 1. The award of Attorneys’ Fees and Expenses, if any, will be paid from  
23 the Common Fund. The application for an award of Attorneys’ Fees and  
24 Expenses will be made by Settlement Class Counsel on behalf of themselves and  
25 any other Plaintiff’s Counsel. The Konnektive Parties shall not be responsible for  
26 any other fees or expenses incurred by Settlement Class Counsel or Plaintiff.

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1           2.     Plaintiff will apply for a Class Representative Service Award. Any  
2 Court-approved service award is in addition to the benefits that the Plaintiff is  
3 entitled to receive as a member of the Settlement Class. The Court-approved  
4 service award will be paid from the Common Fund. The service award shall be  
5 paid to the Class Representative as set out in Section III.5.c above. The  
6 Defendants shall have the right to oppose any application.

7           3.     The Court’s determination of Attorneys’ Fees and Expenses and  
8 Class Representative Service Award will not affect the remainder of the  
9 Settlement.

10 **IX. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT**

11           This Settlement Agreement is subject to and conditioned upon the issuance  
12 by the Court of the Final Judgment and Order Approving Settlement that finally  
13 certifies the Settlement Class for the purposes of this Settlement, grants final  
14 approval of the Settlement Agreement, and provides the relief specified herein.  
15 Such Final Judgment and Order Approving Settlement shall be in substantially the  
16 form attached hereto as Exhibits 3 and 4.

17 **X. NO ADMISSION OF LIABILITY/AGREEMENT FOR**  
18 **SETTLEMENT ONLY**

19           1.     The Konnektive Parties deny any and all liability or wrongdoing of  
20 any kind associated with the alleged claims in the FAC. The Konnektive Parties  
21 have denied and continue to deny each and every material factual allegation and all  
22 claims asserted against them in the Action. Nothing herein shall constitute an  
23 admission of wrongdoing or liability, or of the truth of any allegations in the  
24 Action. Nothing herein shall constitute an admission by the Konnektive Parties  
25 that the Action is properly brought, is properly brought on a class or representative  
26 basis, or that any class may, can, or should be certified, other than for settlement  
27 purposes. To this end, the Settlement of the Action, the negotiation and execution  
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1 of this Settlement Agreement, and all acts performed or documents executed  
2 pursuant to or in furtherance of the Settlement: (i) are not and shall not be deemed  
3 to be, and may not be used as, an admission or evidence of any wrongdoing or  
4 liability on the part of the Konnektive Parties or of the truth of any of the  
5 allegations in the Action; (ii) are not and shall not be deemed to be, and may not be  
6 used as an admission or evidence of any fault or omission on the part of the  
7 Konnektive Parties in any civil, criminal, or administrative proceeding in any  
8 court, arbitration forum, administrative agency, or other tribunal; and (iii) are not  
9 and shall not be deemed to be and may not be used as an admission of the  
10 appropriateness of these or similar claims for class certification.

11 2. This Settlement Agreement reflects the compromise and settlement of  
12 disputed claims among the Parties and is for settlement purposes only.

13 **XI. TERMINATION OF THIS SETTLEMENT AGREEMENT**

14 1. Any Party may terminate this Settlement Agreement by providing  
15 written notice to the other Parties within ten (10) days of any of the following  
16 events:

17 a. The Court does not enter a Preliminary Approval Order that  
18 conforms in material respects to Exhibit 2; or

19 b. The Court does not enter a Final Judgment and Order  
20 Approving Settlement conforming in material respects to Exhibits 3 and 4, or if  
21 entered, such Final Judgment and Order Approving Settlement is reversed,  
22 vacated, or modified in any material respect by another court.

23 2. In the event that the number of Requests for Exclusion received  
24 pursuant to Section VI.2 exceeds 10% of the number of Pre-Populated Claim  
25 Forms sent by the Settlement Administrator, the Konnektive Parties may terminate  
26 this Settlement Agreement by providing written notice to Settlement Class Counsel  
27 within ten (10) calendar days of the Opt-Out Date.

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1           3.       In the event that the Konnektive Parties do not make timely payment  
2 to the Common Fund as required in Section III.5.b, Settlement Class Counsel may  
3 terminate this Settlement Agreement by providing written notice to counsel for the  
4 Konnektive Parties within thirty (30) calendar days of the deadline for Konnektive  
5 Parties to make payment to the Common Fund.

6           4.       In the event that this Settlement Agreement terminates for any reason,  
7 all Parties shall be restored to their respective positions as of the date of execution  
8 of the Settlement Agreement. All amounts remaining in the Common Fund will be  
9 refunded to Defendants. In no event will Defendants be entitled to recover any  
10 funds spent for Notice and Claim Administration Expenses prior to termination of  
11 this Settlement Agreement.

12       **XII. ADDITIONAL PROVISIONS**

13           1.       Entire Settlement Agreement: This Settlement Agreement, including  
14 all Exhibits, shall constitute the entire Settlement Agreement among the Parties  
15 with regard to the Action and shall supersede any previous settlement agreements,  
16 terms sheets, representations, communications and understandings among the  
17 Parties with respect to the subject matter of the Settlement Agreement.

18           2.       Execution in Counterparts: This Settlement Agreement may be  
19 executed by the Parties in one or more counterparts, each of which shall be deemed  
20 an original but all of which together shall constitute one and the same instrument.  
21 Facsimile signatures or signatures sent by email shall be treated as original  
22 signatures and shall be binding.

23           3.       Notices: Whenever this Settlement Agreement requires or  
24 contemplates that one Party shall or may give notice to the other, notice shall be  
25 provided in writing by first class U.S. Mail and email to:

- 26               a.       If to Plaintiff or Settlement Class Counsel:  
27                               Cyclone Covey

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KNEUPPER & COVEY, PC  
17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998  
Tel: 512-420-8407  
[cyclone@kneuppercovey.com](mailto:cyclone@kneuppercovey.com)

b. If to Defendants or Defendants’ Counsel:  
Christopher B. Queally  
GORDON REES SCULLY MANSUKHANI, LLP  
5 Park Plaza, Suite 1100  
Irvine, CA 92614  
Telephone: (949) 255-6975  
Facsimile: (949) 474-2060  
[cqueally@grsm.com](mailto:cqueally@grsm.com)

4. Binding on Successors: The Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and/or assigns of the Released Parties.

5. Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Settlement Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Settlement Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Settlement Agreement and the Parties agree that the drafting of this Settlement Agreement has been a mutual undertaking.

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1           6.     Waiver: The waiver by one Party of any provision or breach of the  
2 Settlement Agreement shall not be deemed a waiver of any other provision or  
3 breach of the Settlement Agreement.

4           7.     Variance: In the event of any variance between the terms of this  
5 Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement  
6 Agreement shall control and supersede the Exhibit(s).

7           8.     Taxes: No opinion concerning the tax consequences of the  
8 Settlement Agreement to any Class Member is given or will be given by  
9 Defendants, Defendants’ Counsel, Settlement Class Counsel, or Plaintiff’s  
10 Counsel; nor is any Party or their counsel providing any representation or  
11 guarantee respecting the tax consequences of the Settlement Agreement as to any  
12 Class Member. Each Class Member is responsible for his/her tax reporting and  
13 other obligations respecting the Settlement Agreement, if any.

14           9.     Modification in Writing: This Settlement Agreement may not be  
15 changed, modified, or amended except in a writing signed by one of Settlement  
16 Class Counsel and one of the Konnektive Parties’ Counsel and, if required,  
17 approved by the Court. The Parties contemplate that the Exhibits to the  
18 Settlement Agreement may be modified by subsequent agreement of Defendants  
19 and Settlement Class Counsel so long as the modifications do not alter the  
20 substantive terms of this Settlement Agreement or reduce the rights and benefits of  
21 Class Members.

22           10.    Retain Jurisdiction: The Court shall retain jurisdiction with respect to  
23 the implementation and enforcement of the terms of this Settlement Agreement, and  
24 all Parties hereto submit to the jurisdiction of the Court for purposes of  
25 implementing and enforcing the Settlement Agreement embodied in this Settlement  
26 Agreement.

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11. Choice of Law: This Settlement Agreement is governed by, and shall be construed and enforced in accordance with, California law.

12. Recitals: The recitals contained in Section I are hereby incorporated into and made a part of this Settlement Agreement, including all defined terms referenced therein.

13. Computation of Time: All deadlines and time periods prescribed in this Settlement Agreement shall be calculated pursuant to Fed. R. Civ. P. 6.

**XIII. SETTLEMENT TIMELINE**

For the Court’s and the Parties’ convenience, the pertinent and material deadlines contained in this Settlement Agreement are listed below.

Item	Deadline
Filing of Motion for Preliminary Approval	21 days after execution of Settlement Agreement (Section II)
Notice Date	At least 30 days after Settlement Administrator’s receipt of sales and consumer data (Section I.33.)
Deadline to Commence Dissemination of Notice	45 days from Preliminary Approval Order (Section I.33.)
Motion for Attorneys’ Fees and Expenses Deadline	30 days before Objection Deadline (Section III.5.a.)
Objection/Exclusion Deadline (Opt-Out Date)	14 days prior to Final Approval Hearing (Section I.34., I.35.)
Deadline to File Claims (Original Claim Deadline)	30 days after date first set for Final Approval Hearing (Section I.36.)
Supplemental Claim Deadline	60 days after Original Claim Deadline (Sections I.49, III.4.c.)
Notice of Intent to Appear at Final Approval Hearing Deadline	7 days before Final Approval Hearing (Section VI.1.b.)
Defendants’ funding of the Common Fund	30 days after Judge Leshner’s final decision on the CLRA Claims (Section III.5.b.)

Gordon Rees Scully Mansukhani, LLP  
5 Park Plaza, Suite 1100  
Irvine, CA 92614

Gordon Rees Scully Mansukhani, LLP  
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 Irvine, CA 92614

1	Submission of Accounting of Settlement Class Counsel’s Expenses and Settlement Administrator’s Notice and Claim Administration Expenses	21 days after funding of the Common Fund (III.5.c.)
2		
3		
4	Distribution of Notice and Claim Administrator Expenses	7 days after entry of Order following submission of accounting of Class Counsel and Settlement Administrator Expenses (Section III.5.c.)
5		
6	Distribution of Monetary Payments and Class Representative Service Award	After distribution of Notice and Claim Administrator Expenses (Section III.5.c.)
7		
8	Post-Distribution Accounting	21 days after distribution of Monetary Payments (Section III.5.d.)
9		
10	Payment of remainder of Attorneys’ Fees and Expenses	Upon Order of Court following submission of post-distribution accounting (Section III.5.e.)
11		
12	Effective Date	As defined in Section I.21.

August <sup>22</sup> \_\_\_\_\_, 2024

  
 Verified by signNow  
 08/22/2024 21:30:31 UTC  
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 LEANNE TAN

PLAINTIFF

August \_\_\_\_\_, 2024

\_\_\_\_\_  
 MATTHEW MARTORANO  
 INDIVIDUALLY, AND ON BEHALF OF  
 CONVERGING RESOURCES CORP.  
 (FORMERLY KNOWN AS  
 KONNEKTIVE CORP.), KONNEKTIVE  
 LLC, AND KONNEKTIVE REWARDS  
 LLC

August \_\_\_\_\_, 2024

\_\_\_\_\_  
 KATHRYN MARTORANO

INDIVIDUALLY

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Gordon Rees Scully Mansukhani, LLP  
5 Park Plaza, Suite 1100  
Irvine, CA 92614

# EXHIBIT 1

# Settlement Agreement

Subject only to Court approval of the following process, and with more formal terms to follow, the parties hereby settle the dispute styled *Tam v. Quick Box, LLC, et al.*, Civ No 3:20-cv-21002 (S.D. Cal.) on a class basis:

1. The parties agree to a summary bench trial on Plaintiff's Consumer Legal Remedies Act ("CLRA") claim, with a formal evidentiary hearing before Judge Ceshnes, only on the issue of liability and not damages.
2. If Plaintiff wins the summary bench trial by proving her CLRA claim by a preponderance of the evidence, Defendants agree to pay ~~the amount~~ <sup>five million dollars (\$5,000,000.00)</sup> to the class to resolve the dispute on a class wide basis.

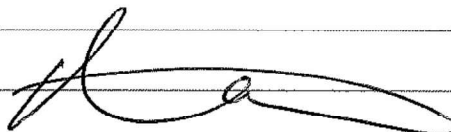
3. If Plaintiff does not win the summary bench trial on Plaintiff's CLRA claim by proving her CLRA claim by a preponderance of the evidence, Defendants agree to pay ~~the amount~~ <sup>two million dollars (\$2,000,000.00)</sup> to the class to resolve the dispute on a class wide basis.

4. The above amounts are inclusive of all costs and fees incurred by Plaintiff and Plaintiff's counsel.

5. Plaintiff and the class fully and generally release all defendants.

6. Whichever amounts are paid under this Settlement by defendants is in full and complete satisfaction as to all claims, and Plaintiff and the classes all release the defendants in a general release

Date: MAY 22, 2024



Matt Martorano on behalf  
of all Konnektive Defendants



Kevin Kneupper on behalf  
of Leanne Tan and the  
Plaintiff ~~Class~~ Class

# EXHIBIT 2

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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,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Judge: Hon. Linda Lopez  
Magistrate Judge: Hon. David Leshner

Complaint filed: June 12, 2020

1 WHEREAS, this matter has come before the Court pursuant to Plaintiff’s  
2 Motion for Preliminary Approval of Class Action Settlement (the “Motion”);

3 WHEREAS, the Court finds that it has jurisdiction over the action and each of  
4 the Parties for purposes of settlement and asserts jurisdiction over the Class Members  
5 for purposes of effectuating this Settlement and releasing their claims;<sup>1</sup> and

6 WHEREAS, this Court has considered all submissions related to the Motion  
7 and is otherwise fully advised in the premises,

8 IT IS HEREBY ORDERED AS FOLLOWS:

9 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

10 1. The terms of the Settlement Agreement dated August 2024, including  
11 all exhibits thereto (the “Settlement Agreement”),<sup>2</sup> are preliminarily approved as fair,  
12 reasonable and adequate, are sufficient to warrant sending notice to the Settlement  
13 Class, and are subject to further consideration at the Final Approval Hearing  
14 referenced below. Unless otherwise provided herein, the terms defined in the  
15 Settlement Agreement shall have the same meanings in this Order.

16 2. The Settlement Agreement was entered into after extensive arm’s length  
17 negotiations by experienced counsel and with the assistance and oversight of  
18 experienced mediators. The Court preliminarily finds that this Settlement complies  
19 with the class action requirements of Federal Rule of Civil Procedure 23. Further, the  
20 Court finds that the Settlement embodied in the Settlement Agreement is sufficiently  
21 within the range of reasonableness so that notice of the Settlement should be given as  
22 provided in the Settlement Agreement and this Order. In making this determination,  
23 the Court has considered the current posture of this litigation and the risks and benefits  
24 to the Parties involved in both settlement of these claims and continuation of the  
25 litigation.

26 \_\_\_\_\_  
27 <sup>1</sup> See *In re Hyundai & Kia Fuel Economy Litigation*, 926 F.3d 539 (9th Cir. 2019) (*en banc*).  
28 <sup>2</sup> Unless otherwise noted, capitalized terms have the meaning given them in the Settlement Agreement.

1 **II. THE CLASS, CLASS REPRESENTATIVES AND CLASS COUNSEL**

2 3. The Court has previously certified the Class, and appointed the Class  
3 Representative and Class Counsel. ECF 391.

4 4. All proceedings in this Action as to the Konnektive Parties, other than  
5 such proceedings as may be necessary to implement the proposed Settlement or to  
6 effectuate the terms of the Settlement Agreement, are hereby stayed and suspended  
7 until further order of this Court.

8 5. All Class Members and their legally authorized representatives, unless  
9 and until they have submitted a valid request for exclusion from the Settlement Class  
10 (hereinafter, "Request for Exclusion"), are hereby preliminarily enjoined: (i) from  
11 filing, commencing, prosecuting, intervening in, or participating as a plaintiff,  
12 claimant, or class member in any other lawsuit or administrative, regulatory,  
13 arbitration, or other proceeding in any jurisdiction based on the Released Claims; (ii)  
14 from filing, commencing, or prosecuting a lawsuit or administrative, regulatory,  
15 arbitration, or other proceeding as a class action on behalf of any Class Members  
16 (including by seeking to amend a pending complaint to include class allegations or  
17 seeking class certification in a pending action), based on the Released Claims; and  
18 (iii) from attempting to effect an opt-out of a group, class, or subclass of individuals  
19 in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on  
20 the Released Claims.

21 6. If the Settlement Agreement is not finally approved by the Court, or for  
22 any reason the Final Judgment and Order Approving Settlement is not entered as  
23 contemplated in the Settlement Agreement, or the Settlement Agreement is  
24 terminated pursuant to its terms for any reason or the Effective Date does not occur  
25 for any reason, then:

26 (a) All orders and findings entered in connection with the Settlement  
27 Agreement shall become null and void and have no force or effect whatsoever, shall  
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1 not be used or referred to for any purposes whatsoever, and shall not be admissible or  
2 discoverable in this or any other proceeding;

3 (b) Nothing contained in this Order is to be construed as a  
4 presumption, concession or admission by or against any Defendant or Class  
5 Representatives of any default, liability or wrongdoing as to any facts or claims  
6 alleged or asserted in the Action;

7 (c) Nothing in this Order pertaining to the Settlement Agreement shall  
8 be used as evidence in any further proceeding in the Action; and

9 (d) All of the Court’s prior Orders having nothing whatsoever to do  
10 with class certification or the Settlement Agreement shall, subject to this Order,  
11 remain in force and effect.

12 **III. NOTICE TO CLASS MEMBERS**

13 7. The Court has considered the proposed Class Notice in the Settlement  
14 Agreement and finds that the forms of Class Notice and methodology for its  
15 publication and dissemination as described in the Settlement Agreement and in the  
16 Declaration of the Settlement Administrator: (a) meet the requirements of due process  
17 and Fed. R. Civ. P. 23(c) and (e); (b) constitute the best notice practicable under the  
18 circumstances to all persons entitled to notice; and (c) satisfy the Constitutional  
19 requirements regarding notice. In addition, the forms of Class Notice: (a) apprise  
20 Class Members of the terms of the proposed Settlement and their rights and deadlines  
21 (including any Supplemental Claim Deadline) under the Settlement; (b) are written in  
22 simple terminology; (c) are readily understandable by Class Members; and  
23 (d) comply with the Federal Judicial Center’s illustrative class action notices. The  
24 Court approves, as to form and content, each of the forms of Class Notice as described  
25 in the Class Notice Plan and the methodology for its publication and dissemination as  
26 described in the Settlement Agreement and in the Declaration of the Settlement  
27 Administrator in all respects, and it hereby orders that notice be commenced within  
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1 forty-five (45) days of this Order.

2 8. The Court further approves the establishment of an internet website for  
3 the Settlement. This Settlement Website ([URL]) shall include documents relating to  
4 the Settlement Agreement, orders of the Court relating to the Settlement Agreement  
5 and such other information as Class Counsel and Defendant’s Counsel mutually agree  
6 would be beneficial to potential Class Members. The Notice and Claim  
7 Administration Expenses are to be paid in accordance with the Settlement Agreement.  
8 The Parties are hereby authorized to establish the means necessary to implement the  
9 Class Notice and other terms of the Settlement Agreement.

10 9. The Court hereby appoints Epiq Class Action and Claims Solutions to  
11 be the Settlement Administrator. Responsibilities of the Settlement Administrator are  
12 found in the Settlement Agreement.

13 **IV. REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS**

14 10. Class Members who wish to be excluded from the Settlement Class must  
15 mail a written request for exclusion, using the form available on the Settlement  
16 Website, or with a letter mailed to the Settlement Administrator received no later than  
17 fourteen (14) days before the date first set for the Final Approval Hearing. A request  
18 for exclusion may also be submitted online at the Settlement Website. Any request  
19 for exclusion must be signed by the potential Class Member and contain the following  
20 information: the name, address, and telephone number of the Class Member; basis  
21 upon which the person claims to be a Class Member; the Class Member’s signature  
22 and date of signature; and a statement that the Class Member wants to be excluded.

23 11. Potential Class Members who timely and validly exclude themselves  
24 from the Settlement Class shall not be bound by the Settlement Agreement, the  
25 settlement, or the Final Judgment and Order Approving Settlement. If a potential  
26 Class Member files a request for exclusion, he/she/it may not assert an objection to  
27 the Settlement Agreement. Not later than three (3) days after the Opt-Out Deadline,  
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1 the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel  
2 with a final list of timely Requests for Exclusion. Settlement Class Counsel shall file  
3 this list with the Court prior to the Final Approval Hearing.

4 12. Any potential Class Member that does not properly and timely exclude  
5 himself/herself/itself from the Settlement Class shall remain a Class Member and  
6 shall be bound by all the terms and provisions of the Settlement Agreement and the  
7 settlement and the Final Judgment and Order Approving Settlement, whether or not  
8 such Class Member objected to the Settlement Agreement or submits a claim form or  
9 otherwise avails himself/herself/itself of the benefits available in the Settlement  
10 Agreement.

11 13. No later than ten (10) days before the date first set for the Final Approval  
12 Hearing, the Settlement Administrator shall prepare an opt-out list identifying all  
13 Persons, if any, who submitted a timely and valid Request for Exclusion from the  
14 Settlement Class, and an Affidavit attesting to the accuracy of the opt-out list.

15 **V. OBJECTIONS**

16 14. Any Class Member who has not requested exclusion and who wishes to  
17 object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to  
18 the requested award of attorneys’ fees, costs, and expenses, or the requested service  
19 award to the Class Representative, must submit a written statement of objections to  
20 the Court either by mailing or by filing it at any location of the United States District  
21 Court for the Southern District of California. The written objection must be filed or  
22 mailed and received no later than fourteen (14) days before the date first set for the  
23 Final Approval Hearing.

24 15. To be considered by the Court, any objection must be in writing and  
25 include the following information: (a) a heading which refers to the case name and  
26 number (*Tan v. Quick Box, LLC*, Case Number 3:20-cv-01082); (b) the objector’s full  
27 name, telephone number, and address (the objector’s actual residential address must  
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1 be included) and, if represented by counsel, the full name, telephone number, and  
2 address of all counsel; (c) a statement under oath that the objector is a Class Member,  
3 which shall include an explanation of the basis upon which the person claims to be a  
4 Class Member; (d) a statement whether the objector intends to appear at the Final  
5 Approval Hearing, either in person or through counsel; (e) all of the reasons for the  
6 objection; (f) a statement whether the objection applies only to the objector, to a  
7 specific subset of the Settlement Class, or to the entire Settlement Class; (g) copies of  
8 any papers, briefs, or other documents upon which the objection is based; and (h) the  
9 objector’s dated, handwritten signature (an electronic signature or attorney’s signature  
10 are not sufficient). If any testimony is to be given in support of the objection, the  
11 names of all persons who will testify must be set forth in the objection. For mailing  
12 objections, the Court’s address is as follows:

13 Clerk of Court  
14 United States District Court  
15 Southern District of California  
221 West Broadway, San Diego, CA 92101

16 16. The Court will require substantial compliance with the requirements  
17 above. If the objector does not submit a written objection in accordance with the  
18 deadline and procedure set forth above, the objector will waive any right to be heard  
19 at the Final Approval Hearing. However, the Court may excuse the objector’s failure  
20 to file a written objection upon a showing of good cause, which, if granted, would  
21 permit the objector to still appear at the Final Approval Hearing and object to the  
22 Settlement.

23 **VI. FINAL APPROVAL HEARING**

24 17. The Final Approval Hearing will be held on [120 days after entry of the  
25 Preliminary Approval Order, or as soon thereafter as the Court’s schedule permits] at  
26 \_\_\_\_\_ Pacific Time before this Court, at the United States District Court for the  
27 Southern District of California, 221 West Broadway, San Diego, CA 92101, to  
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1 consider, *inter alia*, the following: (a) whether the Settlement Class should be  
2 certified for settlement purposes; (b) whether the settlement and Settlement  
3 Agreement should be finally approved as fair, reasonable and adequate; and (c) Class  
4 Counsel’s application for attorneys’ fees, costs and expenses (“Fee Request”) and the  
5 Class Representative’s service awards.

6 18. No later than thirty-five (35) days prior to the Final Approval Hearing,  
7 Class Counsel shall file and any of the Konnektive Parties may file with the Court any  
8 memoranda or other materials in support of final approval of the Settlement  
9 Agreement and also no later than forty-five (45) days prior to the Final Approval  
10 Hearing, Class Counsel shall file any request for attorneys’ fees and expenses with  
11 the Court. Any reply briefs relating to final approval of the Settlement Agreement or  
12 Class Counsel’s request for attorneys’ fees and expenses or responses to objections to  
13 the Settlement Agreement shall be filed no later than seven (7) days prior the Final  
14 Approval Hearing.

15 19. Any Class Member who has not excluded himself/herself/itself from the  
16 Settlement Class may appear at the Final Approval Hearing in person or by counsel  
17 (at his/her/its own expense) and may be heard, to the extent allowed by the Court,  
18 either in support of or in opposition to the Settlement Agreement and/or the fee  
19 request. Any Class Member wanting to be heard at the Final Approval Hearing shall  
20 send a letter saying that it is his/her/its “Notice of Intention to Appear in *Tan v. Quick*  
21 *Box, LLC.*” Such letter shall be mailed to the Clerk of Court and received on or before  
22 seven (7) days prior to the date first set for the Final Approval Hearing. In the notice,  
23 the Class Member must include his/her/its name, address, and telephone number, and  
24 the name, address, and telephone number of counsel, if any, that will appear. For  
25 mailing notices of intent to appear, the Court’s address is as follows:

26 Clerk of Court  
27 United States District Court  
28 Southern District of California

221 West Broadway, San Diego, CA 92101

20. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted at the Court, on the Court’s website, and/or the Settlement Website at [URL].

**VII. OTHER PROVISIONS**

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

22. The deadlines set forth in this Order, including, but not limited to, adjourning the Final Approval Hearing, may be extended by Order of the Court, for good cause shown, without further notice to the Class Members – except that notice of any such extensions shall be included on the Settlement Website [URL]. Class Members should check the Settlement Website regularly for updates and further details regarding extensions of these deadlines.

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

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

**IT IS SO ORDERED.**

HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 3

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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,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. Linda Lopez  
Magistrate Judge: Hon. David Leshner

Complaint filed: June 12, 2020

1 THIS MATTER is before the Court following a hearing on [\_\_\_\_\_, \_\_, 2024,  
2 at \_\_\_\_]. The Court has considered the Settlement Agreement dated [ ] (the  
3 “Settlement Agreement”). An opportunity to be heard having been given to all other  
4 persons desiring to be heard as provided in the Notice and having considered all of  
5 the submissions and arguments, and good cause appearing therefore;

6 IT IS HEREBY ORDERED AS FOLLOWS:

7 1. This Final Order incorporates herein and makes a part hereof the  
8 Settlement Agreement, including the Exhibits thereto, and incorporates by reference  
9 the definitions in the Settlement Agreement, and all terms used herein shall have the  
10 same meanings as set forth in the Settlement Agreement unless set forth differently  
11 herein.

12 2. The Court has jurisdiction over the subject matter of this action, and all  
13 Parties to the action for purpose of settlement, including all Settlement Class  
14 Members.

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

22 4. The Court directed that Class Notice be given to the Class Members  
23 pursuant to the notice program proposed by the Parties and approved by the Court. In  
24 accordance with the Court’s Preliminary Approval Order and the Court-approved  
25 Class Notice Program, the Settlement Administrator caused the forms of Class Notice  
26 to be disseminated as ordered. The Long-form Class Notice advised Class Members  
27 of the terms of the Settlement Agreement; the Final Approval Hearing, and their right  
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1 to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class  
2 and to object to the Settlement Agreement; procedures for exercising such rights; and  
3 the binding effect of this Order and accompanying Final Judgment, whether favorable  
4 or unfavorable, to the Settlement Class.

5 5. The distribution of the Class Notice pursuant to the Class Notice  
6 Program constituted the best notice practicable under the circumstances, and fully  
7 satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of  
8 due process, 28 U.S.C. § 1715, and any other applicable law.

9 6. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds  
10 after a hearing and based upon all submissions of the Parties and interested persons,  
11 the Settlement Agreement proposed by the Parties is fair, reasonable, and adequate.  
12 In reaching this conclusion, the Court considered the record in its entirety and heard  
13 the arguments of counsel for the Parties and all other persons seeking to comment on  
14 the proposed Settlement Agreement. In addition, the Court has considered a number  
15 of factors, including: (1) the complexity, expense, and likely duration of the litigation;  
16 (2) the reaction of the Class Members to the Settlement Agreement; (3) the stage of  
17 the proceedings and the amount of discovery completed; (4) the risks of establishing  
18 liability; (5) the risks of establishing damages; (6) the risks of maintaining the class  
19 action through the trial; (7) the ability of Defendant to withstand a greater judgment;  
20 and (8) the reasonableness of the relief provided by the Settlement Agreement in light  
21 of the best possible recovery.

22 7. The terms and provisions of the Settlement Agreement are the product  
23 of lengthy, arms-length negotiations conducted in good faith and with the assistance  
24 of experienced mediator: Tony Piazza, Esq. Approval of the Settlement Agreement  
25 will result in substantial savings of time, money and effort to the Court and the Parties,  
26 and will further the interests of justice.

27 8. All Class Members who have not timely and validly opted out are Class  
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1 Members who are bound by this Order and accompanying Final Judgment and by the  
2 terms of the Settlement Agreement.

3 9. Nothing in the Settlement Agreement, this Order, the accompanying  
4 Final Judgment, or the fact of the settlement constitutes any admission by any of the  
5 Parties of any liability, wrongdoing or violation of law, damages or lack thereof, or  
6 of the validity or invalidity of any claim or defense asserted in the action.

7 10. The Court has considered the submissions by the Parties and all other  
8 relevant factors, including the result achieved and the efforts of Class Counsel in  
9 prosecuting the claims on behalf of the Settlement Class. The efforts of Class Counsel  
10 have produced the Settlement Agreement entered into in good faith, and which  
11 provides a fair, reasonable, adequate, and certain result for the Settlement Class. Class  
12 Counsel have made application for an award of attorneys' fees and reimbursement of  
13 expenses in connection with the prosecution of the action on behalf of themselves.  
14 The fee award requested is [ ]% of the Common Fund. This amount is fair,  
15 reasonable, and adequate under the common fund doctrine, the range of awards  
16 ordered in this District and Circuit, the results obtained, the substantial risk borne by  
17 Class Counsel in litigating this matter, the degree of skill and quality of work  
18 performed, the financial burden imposed by the contingency basis of Class Counsel's  
19 representation of Plaintiffs and the Class, and the additional work required of Class  
20 Counsel to bring this Settlement to conclusion. The Court finds the fee award is  
21 further supported by a lodestar crosscheck, whereby it finds that the hourly rates of  
22 Class Counsel are reasonable, and that the estimated hours expended are reasonable.  
23 Accordingly, the Court hereby awards \$ [ ] as attorneys' fees to be paid out of  
24 the Common Fund in accordance with the terms of the Settlement Agreement.

25 11. Class Counsel have also made application for an award of litigation  
26 expenses in connection with the prosecution of the action. Finding that such expenses  
27 were reasonably and necessarily incurred in prosecuting the action on behalf of the  
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1 Settlement Class, the Court finally approves Class Counsel’s request for litigation  
2 expenses in the amount of \$ [REDACTED], which is to be paid by out of the Common  
3 Fund in accordance with the terms of the Settlement Agreement.

4 12. Further, the Court approves service awards of \$ [REDACTED] for Plaintiff  
5 LeAnne Tan. The Class Representative participated in the Action, acted to protect the  
6 Settlement Class, and assisted her counsel. The service award, which is fair,  
7 reasonable, and justified, is to be paid out of the Common Fund in accordance with  
8 the terms of the Settlement Agreement.

9 13. The Court has considered all relevant factors and hereby approves the  
10 National Consumer Law Center as the designated *cy pres* recipient of any monies (if  
11 any) remaining after the negotiation period of the Monetary Payments in accordance  
12 with the terms of the Settlement Agreement.

13 14. The Court hereby dismisses with prejudice this action, and all Released  
14 Claims against each and all Released Parties, and without costs to any of the Parties  
15 as against the others.

16 15. All Class Members and their legally authorized representatives are  
17 hereby enjoined: (i) from filing, commencing, prosecuting, intervening in, or  
18 participating as a plaintiff, claimant, or class member in any other lawsuit or  
19 administrative, regulatory, arbitration, or other proceeding in any jurisdiction based  
20 on the Released Claims; (ii) from filing, commencing, or prosecuting a lawsuit or  
21 administrative, regulatory, arbitration, or other proceeding as a class action on behalf  
22 of any Class Members (including by seeking to amend a pending complaint to include  
23 class allegations or seeking class certification in a pending action), based on the  
24 Released Claims; and (iii) from attempting to effect an opt-out of a group, class, or  
25 subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or  
26 other proceeding based on the Released Claims.

27 16. Without affecting the finality of this Order and the Final Judgment, the  
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1 Court reserves jurisdiction over the implementation, administration, and enforcement  
2 of this Order, the Final Judgment and the Settlement Agreement, and all matters  
3 ancillary thereto.

4 17. The Court finding that no reason exists for delay in entering this Order  
5 and the Final Judgment pursuant to Federal Rule of Civil Procedure, Rule 54(b), the  
6 Clerk is hereby directed to enter the Final Judgment forthwith.

7 18. The Parties and the Settlement Administrator are hereby directed and  
8 authorized to implement and consummate the Settlement according to the terms and  
9 provisions of the Settlement Agreement. In addition, the Parties, without further  
10 approval of the Court, are authorized to agree to and adopt such amendments and  
11 modifications to the Settlement Agreement so long as they are: (i) consistent in all  
12 material respects with this Final Order and the Final Judgment; and (ii) do not limit  
13 the rights of the Settlement Class.

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15 **IT IS SO ORDERED.**

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HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

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# EXHIBIT 4

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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,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

**[PROPOSED] FINAL JUDGMENT**

Judge: Hon. Linda Lopez  
Magistrate Judge: Hon. David Leshner

Complaint filed: June 12, 2020

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IT IS HEREBY ADJUDGED AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

- (1) On this date, the Court entered an Order Granting Final Approval of Class Action Settlement in the above-captioned action; and
- (2) Final judgment is entered in accordance with the Order Granting Final Approval of Class Action Settlement, for the reasons stated therein, and the above-captioned action is dismissed with prejudice as to the Konnektive Parties.

**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

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HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 5

**REQUEST FOR EXCLUSION FORM**

*Tan v. Quick Box LLC*

U. S. District Court for the Southern District of California

Case No. 3:20-cv-01082-LL-DDL

1. Full Name: \_\_\_\_\_

2. Home Address: \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_

4. E-mail Address (optional): \_\_\_\_\_

I purchased La Pura Products, between June 16, 2016 and [DATE], inclusive.

I want to be excluded from the Class in *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL-DDL (S.D. Cal.). I understand that by excluding myself from this case I waive any and all rights that I may have to receive any settlement benefits, including, but not limited to, money from this class action.

Date (mm/dd/yyyy): \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Please Print Your Name)

\_\_\_\_\_  
(Please Sign Your Name)

To be excluded from the Settlement Class, complete and mail this form, which must be received by the Settlement Administrator no later than [Response Deadline] to: Settlement Administrator, P.O. Box 5439, Portland, OR 97228-5439. You may also submit this completed form at [URL].

If you do not want to complete this form, you may send a handwritten or typed and signed letter to the Settlement Administrator requesting exclusion (opting out), containing the information identified above and mailing it to the address as set forth in the prior paragraph.

# EXHIBIT 6

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

## If you purchased La Pura Products, you may be entitled to Monetary Payment from a class action settlement.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit to resolve allegations against Konnektive LLC and related parties (the “Konnektive Defendants”), relating to La Pura cosmetic products. The suit alleges that the marketing of La Pura cosmetics was false or misleading to consumers, and the Konnektive Defendants were involved in providing computer systems that aided the sale of these orders. The Konnektive Defendants deny these allegations but have settled this case to avoid further litigation and distraction of resources from their business.
- The Settlement provides for a payment by the Konnektive Defendants of either \$2 million or \$5 million based on the results of a bench trial that will occur at the end of this process. The Settlement trial streamlines what would otherwise be a longer trial with uncertainty about the amount the class would receive.
- The Settlement offers Monetary Payments to individual purchasers of the La Pura cosmetic products between June 20, 2016 and [the date of Preliminary Approval]. No proof of purchase is required as purchases have already been verified via purchase records.
- Your legal rights are affected whether or not you act. *Please read this notice carefully.*

<b>YOUR RIGHTS AND CHOICES</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	The only way to get a Monetary Payment is to submit a Claim Form.	Submit a Claim Form by: <b>[Claim Deadline]</b>
<b>Exclude Yourself</b>	Get no Monetary Payment, but keep any right to file your own lawsuit against Defendant about the legal claims in this case.	Submit an Exclusion: <b>[Opt-Out Deadline]</b>
<b>Object</b>	Tell the Court why you don’t like the Settlement. You will still be bound by the Settlement if the Court approves it and you may still file a Claim Form for a Monetary Payment.	Deadline to file an Objection: <b>[Objection Deadline]</b>
<b>Attend A Hearing</b>	Ask to speak to the Court about the fairness of the Settlement.	Deadline to file a Notice of Appearance: <b>[7 days before the Final Approval Hearing]</b>
<b>Do Nothing</b>	Get no Monetary Payment. Give up legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Awards will be sent if the Court approves the Settlement and after appeals are resolved. Please be patient.

**Questions? Call 1-855-435-0524, or Visit [URL]**

**WHAT THIS NOTICE CONTAINS**

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- 1. Why should I read this Notice?
- 2. What is this lawsuit about?
- 3. Why is the lawsuit a class action?
- 4. Why is there a Settlement?

**WHO IS IN THE SETTLEMENT.....PAGE 3**

- 5. Am I part of the Settlement?

**THE SETTLEMENT BENEFITS—WHAT YOU GET .....PAGE 4**

- 6. What does the Settlement provide?
- 7. What can I get from the Settlement?

**HOW TO GET BENEFITS FROM THE SETTLEMENT.....PAGE 4**

- 8. How can I get my Monetary Payment?
- 9. When will I receive my Monetary Payment?
- 10. What am I giving up to receive these Settlement benefits?

**THE LAWYERS REPRESENTING YOU .....PAGE 5**

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- 13. How do I get out of the Settlement?
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**YOUR RIGHTS - APPEARING AT THE FINAL APPROVAL HEARING.....PAGE 7**

- 17. When and where will the Court decide whether to approve the Settlement?
- 18. Do I have to attend the Final Approval Hearing?
- 19. May I speak at the Final Approval Hearing?

**YOUR RIGHTS - DO NOTHING .....PAGE 8**

- 20. What happens if I do nothing at all?

**GETTING MORE INFORMATION.....PAGE 8**

- 21. Are there more details about the Settlement?
- 22. How do I get more information?

**Questions? Call 1-855-435-0524, or Visit [URL]**

## BASIC INFORMATION

### 1. Why should I read this Notice?

If you were billed for La Pura Products between June 16, 2016 and [Date of Preliminary Approval], you are a member of a Settlement Class.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits.

The Court in charge of this case is the United States District Court for the Southern District of California. The lawsuit is known as *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082. You may obtain additional updates on the status of the case by contacting Class Counsel (listed in Question 11 below), going to [URL] or viewing case information through the Court's system at [www.Pacer.gov](http://www.Pacer.gov).

### 2. What is this lawsuit about?

This lawsuit is about whether La Pura Products were marketed in a false or misleading way. "La Pura Products" is a defined term under the Settlement Agreement, meaning "any product manufactured, marketed, sold, or otherwise promoted under the La Pura brand name or any variation thereof, including (but not limited to) La'Pura and LaPura." The suit alleges that Konnektive Defendants supplied computer systems used to assist in selling La Pura Products. Defendant denies that it did anything wrong. This Settlement is not an admission of any liability. The Court has not decided who is right.

### 3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The people who sue – and all the Class Members like them – are called the "Plaintiffs." The company the Plaintiffs sued (in this case Konnektive LLC, among others) is called the "Defendant." One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. U.S. District Judge Linda Lopez is in charge of this class action.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. By agreeing to settle, both sides avoid the cost and risk of a full trial and guarantee some amount of money will be paid to the class. Therefore people who submit valid claims will get compensation. The Class Representative her their attorneys believe the Settlement is best for the Settlement Class and its members.

## WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

### 5. Am I part of the Settlement?

Questions? Call 1-855-435-0524, or Visit [URL]

You are a Class Member if you were billed for La Pura Products between June 16, 2016 and [Date of Preliminary Approval].

Excluded from the Settlement are: (i) jurists and mediators who are or have presided over the Action, Plaintiff's Counsel and Defendants' Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) the Konnektive Parties and any entity in which the Konnektive Parties have a controlling interest, any of their subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; and (iv) any persons who timely opt out of the Settlement Class.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the Settlement provide?

The Settlement Fund will provide Monetary Payments to Class Members who submit valid claims. Class notice and claim administration expenses, Plaintiffs' Counsel's attorneys' fees and expenses and any service award to the Class Representative (discussed below) will also be paid out of the Settlement Fund, if approved by the Court. The settlement distribution process will be administered by an independent Settlement Administrator approved by the Court.

### 7. What can I get from the Settlement?

If you file a Pre-Populated Claim Form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. The Monetary Payment is subject to the ultimate amount the Konnektive Defendants pay to the Settlement Fund and is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined.

Based on the applicable purchase records, the Settlement Administrator will determine and notify Class Members of the Monetary Payment Class Members can receive via this Settlement Agreement.

Any money remaining in the Settlement Fund after payment of settlement notice and administration, attorneys' fees and costs (Question 12 below), and Class Representative service awards (Question 12 below) ordered by the Court, and valid Class Member Claims, will be paid pursuant to the *cy pres* doctrine to the National Consumer Law Center.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 8. How can I get my Monetary Payment?

If you are a Class Member, you must fill out and submit a Claim Form to qualify for a Monetary Payment. You can easily file your Claim at [URL]. You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-855-435-0524. The completed Claim Form must be submitted online by [Claims Deadline], or by mail at the address below, received by [Claims Deadline].

Settlement Administrator  
P.O. Box 5439

Questions? Call 1-855-435-0524, or Visit [URL]

Portland, OR 97228-5439

Upon receiving a completed claim form, the Settlement Administrator will review the documentation and confirm or deny your eligibility for an award.

### 9. When will I receive my Monetary Payment?

The Court will hold a hearing on [DATE] (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Monetary Payment until any appeals are resolved. Please be patient.

### 10. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself (“opt out”) from the Settlement Class by timely submitting an Exclusion Request (see Questions 13-14 below), you will remain in the Settlement Class. By remaining in the Settlement Class you “release” and can’t sue, continue to sue, or be part of any other lawsuit against the Konnektive Defendants about the “Released Claims” in this case. These Released Claims are only those claims that you could have brought based on the identical factual predicate of those claims brought in this case about the alleged misleading marketing and labeling of La Pura Products between July 16, 2016 and [DATE].

The Settlement Agreement at Section VIII (titled “Releases”) describes these “Released Claims” and the “Released Parties” in necessary legal terminology, so read these sections carefully. For ease of reference, the full release section of the Settlement Agreement is attached to this Notice as Appendix A. The Settlement Agreement is available at [URL] or in the public court records on file in this lawsuit. For questions regarding the Releases or what they mean, you can also talk to one of the lawyers listed in Question 11 below for free, or you can, talk to your own lawyer at your own expense.

## THE LAWYERS REPRESENTING YOU

### 11. Do I have lawyers in this case?

The Court has appointed attorneys from the law firm Kneupper & Covey, PC of Huntington Beach, CA, to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. *Please do not contact the Court.*

**Class Counsel:**  
Kevin Kneupper  
Cyclone Covey  
KNEUPPER & COVEY, PC  
17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998  
Tel: 512-420-8407  
Email: [cyclone@kneuppercovey.com](mailto:cyclone@kneuppercovey.com)

Questions? Call 1-855-435-0524, or Visit [URL]

Website: [www.kneuppercovey.com](http://www.kneuppercovey.com)

**12. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys’ fees of 1/3 of the ultimate Settlement Fund (either \$666,666.66 or 1,666,666.66 depending on the final amount the Konnektive Defendants are to pay) and for reimbursement of expenses (approximately \$180,000). Any award of attorneys’ fees and costs will be paid from the Settlement Fund. Class Counsel will also ask the Court for a service award for the Class Representative. The purpose of the service award is to compensate the Plaintiff for her time, efforts and risks taken on behalf of the Settlement Class. Any award of payment to the Class Representative will be paid from the Settlement Fund.

**YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want a Monetary Payment, but want to keep the right to sue or continue to sue the Konnektive Defendants on your own, on the basis of the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called “excluding yourself”—or is sometimes referred to as “opting out” of the settlement class.

**13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a “Request for Exclusion” in the form of a letter or Request for Exclusion form stating that you want to be excluded from *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082. Be sure to include your name, address, telephone number, and basis upon which you are a Class Member. You must mail your Request for Exclusion received by **[Opt-Out Deadline]** to: Settlement Administrator, P.O. Box 5439, Portland, OR 97228-5439. Request for Exclusion forms can be obtained online at [URL].

If you do not follow these procedures and deadlines, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

**14. If I exclude myself, can I get anything from this Settlement?**

**Questions? Call 1-855-435-0524, or Visit [URL]**

No. If you exclude yourself, you cannot receive Monetary Payments. But, you may sue, continue to sue, or be part of a different lawsuit against the Konnektive Defendants about the legal issues in this case.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

### 15. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must send a letter. Be sure to include the following information:

- a. The case name and number (*Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL);
- b. Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- c. A statement under oath that you are a Class Member;
- d. A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- e. A statement of all your objections and the specific grounds supporting your objections;
- f. A statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- g. Copies of any papers, briefs, or other documents upon which your objection is based; and
- h. Your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation "/s" or similar annotation will not suffice).

Your objection must be submitted to the Court either by mailing (or by filing it at any location of the United States District Court for the Southern District of California) and served on Class Counsel and Defendant's Counsel received no later than **Objection Deadline**, to the following addresses:

<b><u>Court:</u></b> Clerk United States District Court, Southern District of California 221 West Broadway San Diego, CA 92101	<b><u>Class Counsel:</u></b> Kevin Kneupper Cyclone Covey Kneupper & Covey PC 17011 Beach Blvd., Ste. 900 Huntington Beach, CA 92647	<b><u>Defense Counsel:</u></b> Christopher Queally 5 Park Plaza, Suite 1100 Irvine, CA 92614
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If you timely file an objection it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

The Court will require substantial compliance with these requirements above. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file

**Questions? Call 1-855-435-0524, or Visit [\[URL\]](#)**

a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

#### **16. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

### **YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING**

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

#### **17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at [DATE], at the United States District Court for the Southern District of California, 221 West Broadway San Diego, CA 92101.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at [URL]. You should check this website or the Court's PACER website to confirm that the date and/or time have not changed.

#### **18. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer all questions Judge Lopez may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **19. May I speak at the Final Approval Hearing?**

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must send a letter saying that it is your "Notice of Intention to Appear in *Tan v. Quick Box LLC*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by [DATE], and be sent to the Clerk of Court at the address listed in Question 15.

**Questions? Call 1-855-435-0524, or Visit [URL]**

If you want to speak at the Final Approval Hearing without having followed these procedures, you may do so if you demonstrate good cause to the Court.

## **YOUR RIGHTS – DO NOTHING**

### **20. What happens if I do nothing at all?**

If you do nothing, you'll be part of the Settlement Class, but get no Monetary Payment from the Settlement. Unless you exclude yourself, you will not be permitted to continue to assert Released Claims in any other lawsuit against the Konnektive Defendants about the legal issues in this case, ever again.

## **GETTING MORE INFORMATION**

### **21. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [URL], or by contacting Class Counsel by email or telephone at the address or number listed in response to Question 11 above.

### **22. How do I get more information?**

You can call toll-free 1-855-435-0524, write to Settlement Administrator, P.O. Box 5439, Portland, OR 97228-5439; or go to [URL], where you will find answers to common questions about the Settlement, a Claim Form, motions for approval of the Settlement and Class Counsel's request for attorneys' fees and expenses, and other important documents in the case.

You can also access information about this case through the Court's Public Access to Court Electronic Records (PACER) system. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the Action at <https://ecf.casd.uscourts.gov/>. You can also access and retrieve documents from the Court's docket by visiting the Clerk's Office located at United States District Court for the Southern District of California, Southern District of California, 221 West Broadway, San Diego, CA 921012, during business hours.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

**Questions? Call 1-855-435-0524, or Visit [URL]**

# EXHIBIT 7

**Subject: Notice Regarding Class Action Settlement**

**Court-Ordered Legal Notice**

# **If you purchased La Pura Products, you may be entitled to Monetary Payment from a class action settlement.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

**To receive cash payment you must return a claim form by  
[Claims Deadline].**

UniqueID: <<UniqueID>>  
PIN: <<PIN>>>>

You are receiving this email because purchase records indicate you purchased one or more **La Pura Products** from June 16, 2016 to [DATE]. If so, you may be a “Class Member” and entitled to receive a Monetary Payment from a class action settlement. In *Tan v. Quick Box, LLC*, Case No. 3:20-cv-01082 (S.D. Cal.), the court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The settling defendants in the lawsuit deny these claims.

This email is being sent to you as required by the Court. To determine if you are a Class Member, view the Detailed Notice and the Settlement Agreement at [URL] or call toll-free 1-855-435-0524.

**What can I get?** There is a Settlement Fund that will be either \$2 million or \$5 million based on a summary trial on limited issues. The Settlement trial streamlines what would otherwise be a longer trial with uncertainty about the amount the class would receive. If you file a Pre-Populated Claim form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. The Monetary Payment is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined. Based on the applicable purchase records, the Settlement Administrator will determine the Monetary Payment Class Members can receive via this Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form for a Monetary Payment. Claim Forms can be submitted online at [URL] or by mail. The deadline to submit a Claim Form is [DATE].

**What are my other options?** If you don’t want any benefits or to be legally bound by the Settlement, you must submit a Request for Exclusion received by the Administrator on or before [Opt-Out Deadline]. You may also write to the Court if you wish to object to the Settlement by [Objection Deadline]. If you exclude yourself, then you cannot receive any benefits, but you do not release any potential rights to sue the defendants relating to the legal claims in the lawsuit.

The Court will hold a hearing on [DATE at TIME]. At that hearing, the Court will consider whether to approve this Settlement and whether to approve requested attorneys' fees plus reimbursement of costs and requested Class Representative's service awards. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Kneupper & Covey PC to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit [URL] or call 1-855-435-0524. Please do not respond to this email directly.

# EXHIBIT 8

Settlement Administrator  
P.O. Box 5439  
Portland, OR 97228-5439

Court-Ordered Legal Notice

**If you purchased La Pura Products, you may be entitled to Monetary Payment from a class action settlement.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

**To receive cash payment you must return a claim form by [Claims Deadline].**

UniqueID: <<UniqueID>>  
PIN: <<PIN>>>>

Forwarding Service Requested  


Postal Service: Please do not mark barcode  
Claim No.:

[CLASS MEMBER INFO]

You are receiving this because purchase records indicate you purchased one or more **La Pura Products** from June 16, 2016 to [DATE]. If so, you may be a "Class Member" and entitled to receive a Monetary Payment from a class action settlement. In *Tan v. Quick Box, LLC*, No. 3:20-cv-01082 (S.D. Cal.), the court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The settling defendants in the lawsuit deny these claims.

This postcard is being sent to you as required by the Court. To determine if you are a Class Member, view the Detailed Notice and the Settlement Agreement at [URL] or call toll-free 1-855-435-0524.

**What can I get?** There is a Settlement Fund that will be either \$2 million or \$5 million based on a summary trial on limited issues. The Settlement trial streamlines what would otherwise be a longer trial with uncertainty about the amount the class would receive. If you file a Pre-Populated Claim form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. The Monetary Payment is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined. Based on the applicable purchase records, the Settlement Administrator will determine the Monetary Payment Class Members can receive via this Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form for a Monetary Payment. Claim Forms can be submitted online at [URL] or by mail. The deadline to submit a Claim Form is [DATE].

**What are my other options?** If you don't want any benefits or to be legally bound by the Settlement, you must submit a Request for Exclusion received by the Administrator on or before [Opt-Out Deadline]. You may also write to the Court if you wish to object to the Settlement by [Objection Deadline]. If you exclude yourself, then you cannot receive any benefits, but you do not release any potential rights to sue the Quick Box Defendants relating to the legal claims in the lawsuit.

The Court will hold a hearing on [DATE at TIME]. At that hearing, the Court will consider whether to approve this Settlement and whether to approve requested attorneys' fees plus reimbursement of costs and requested Class Representative's service awards. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Kneupper & Covey PC to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit [URL] or call 1-855-435-0524.

# EXHIBIT 9

MUST BE  
SUBMITTED ONLINE  
OR RECEIVED  
NO LATER THAN  
[DATE]

**Tan v. Quick Box LLC**  
**Case No. 3:20-cv-01082-LL-DDL**  
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Pre-Populated Claim Form

You have been identified as a member of the Settlement Class in *Tan v. Quick Box LLC*, which includes “all consumers in the United States who, during the Class Period, were billed for products sold, shipped, or caused to be sold or shipped by any of the Defendants under the La Pura, La’Pura, La’ Pura or LaPura or any similar brand name, including any La Pura Product marketed or otherwise promoted by Rocket Management Group.”

Given your membership in the Settlement Class, you are entitled to a Monetary Payment. The Monetary Payment awarded to each Class Member will be based on the purchases made by each Class Member, as reflected in the purchase records. The Monetary Payment is subject to a pro rata increase or decrease depending upon the amount remaining after all eligible Claims are determined.

Please submit this form to claim your Monetary Payment. If you believe the information in this Pre-Populated Claim Form is inaccurate, please provide proposed corrections.

CLAIMANT INFORMATION

FIRST NAME:	MI:	LAST NAME:
<input type="text"/>	<input type="text"/>	<input type="text"/>
STREET ADDRESS:		
<input type="text"/>		
CITY:	STATE:	ZIP:
<input type="text"/>	<input type="text"/>	<input type="text"/>
PHONE:		
<input type="text"/>	-	<input type="text"/>
EMAIL (required):		
<input type="text"/>		

MONETARY PAYMENT

Based on purchase records, the Settlement Administrator in *Tan v. Quick Box LLC* has determined your Monetary Payment to be:

PAYMENT ELECTION

Please select an option below to indicate if you would like to receive your Monetary Payment by check, via mail or by digital payment. If you select digital payment, please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile phone number becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email or mobile phone text notifying you of your Monetary Payment, you will be provided with digital payment options such as a digital MasterCard, Venmo, Amazon, or eCheck, to immediately receive your Monetary Payment. At that time, you will also have the option to request a paper check instead of a digital payment.

**Please note:** Paper checks will expire ninety (90) days from the date on the check. You will not be reissued a check once the 90-day period expires.

Please indicate your preference below (required):

- I would like to receive a check via mail.
- I would like to receive a digital payment.

CERTIFICATION

By signing below, I affirm that the information provided on this Pre-Populated Claim Form and any supporting materials submitted with it are true.

Signature:

Date:

Printed Name:

If submitting your Claim by mail, please return your completed Claim Form, received no later than **[Claims Deadline]**, to:

Settlement Administrator  
P.O. Box 5439  
Portland, OR 97228-5439

You can also file your Claim online at **[URL]**.