

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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.

28

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

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.).

28

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

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.  
28

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

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  
28

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

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  
28

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

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  
28

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

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.

28

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

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.  
28

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

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  
28

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

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’  
28

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

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  
28

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

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.

26  
27  
28

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

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  
27

28

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

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  
28

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

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.

27  
28

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

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  
28

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

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  
28

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

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

4 **V. ADMINISTRATION AND CLASS NOTICE**

5 1. Settlement Administrator

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

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

28

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

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;

28

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

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

28

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

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  
28

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

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.

28

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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.

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

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  
28

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

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  
28

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

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.

27  
 28

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

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  
28

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

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.

28

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

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  
28

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

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

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.

27  
28

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

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

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

8 **XIII. SETTLEMENT TIMELINE**

9 For the Court’s and the Parties’ convenience, the pertinent and material  
 10 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  
 5 Park Plaza, Suite 1100  
 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  
 2aaa18560f6a4b58a488  
 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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 *Tara 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.

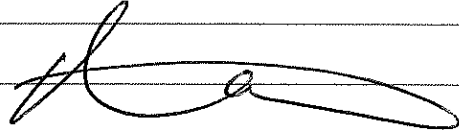
3. If Plaintiff does not win the summary bench trial on Plaintiff's CLRA claim by proving her CLRA claim by a preponderance of the evidence, Defendants agree to pay ~~the amount~~ <sup>two million dollars (\$2,000,000.00)</sup> to the class to resolve the dispute on a class wide basis.

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.

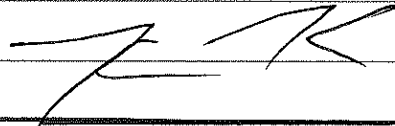
6. Whichever amounts are paid under this Settlement by defendants is in full and complete satisfaction as to all claims, and Plaintiff and the classes all release the defendants in a general release

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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

28

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  
28

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,  
28

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  
28

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  
28

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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  
28

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  
28

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  
28

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  
28

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.

14

15 **IT IS SO ORDERED.**

16

17

---

HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

18

19

20

21

22

23

24

25

26

27

28

# EXHIBIT 4

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

---

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.***

YOUR RIGHTS AND CHOICES		DEADLINE
<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**

**BASIC INFORMATION.....PAGE 3**

- 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**

- 11. Do I have lawyers in this case?
- 12. How will the lawyers be paid?

**YOUR RIGHTS - EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 6**

- 13. How do I get out of the Settlement?
- 14. If I exclude myself, can I get anything from this Settlement?

**YOUR RIGHTS - OBJECTING TO THE SETTLEMENT.....PAGE 6**

- 15. How do I tell the Court that I don't like the Settlement?
- 16. What's the difference between objecting and asking to be excluded?

**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:

<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>Defense Counsel:</u></b> Christopher Queally 5 Park Plaza, Suite 1100 Irvine, CA 92614</p>
---	---	---

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

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