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

LEANNE TAN, an individual, on  
behalf of herself and all persons  
similarly situated,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

**AGREEMENT OF PARTIAL  
SETTLEMENT**

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

Complaint filed: June 12, 2020

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**TABLE OF EXHIBITS**

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

1 **I. RECITALS**

2 1. This Settlement Agreement is entered into by Plaintiff on behalf of  
3 herself and the Class Members, and Defendants Quick Box LLC, Stephen Adelé,  
4 Chad Biggins, and James Martell (collectively, the “Defendants” or the “Quick Box  
5 Parties”). Together, Plaintiff LeAnne Tan and the Quick Box Parties are referred  
6 hereto collectively as the “Parties.” Capitalized terms used herein are defined in  
7 Section II of this Settlement Agreement or indicated in parentheses.

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

14 3. WHEREAS, on June 20, 2020, Plaintiff filed a class action complaint  
15 against the Quick Box Parties, among other parties, in the United States District Court  
16 for the Southern District of California captioned *Tan v. Quick Box, LLC*, Case No.  
17 3:20-cv-1082, on behalf of themselves and similarly situated consumers as part of a  
18 nationwide and California state sub-class; and

19 4. WHEREAS, on October 14, 2022, Plaintiff filed a motion for class  
20 certification of the putative class, and this motion remains pending before the Court;  
21 and

22 5. WHEREAS, the Parties have engaged in substantial litigation and  
23 discovery. In the course of litigation and in preparation for trial: (i) the Quick Box  
24 Parties, among other defendants, have filed motions to dismiss the operative  
25 complaints, which have been denied in substantial part; (ii) Plaintiff has taken  
26 multiple depositions; (iii) Plaintiff’s Counsel reviewed thousands of pages of hard-  
27 copy and electronic documents produced by the Quick Box Parties; and (iv) the  
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1 Parties have engaged in extensive motion practice, including numerous disputes over  
2 discovery; and

3 6. WHEREAS, the Parties participated in two formal mediation and  
4 settlement negotiation sessions, including before the Honorable Leo Papas (Ret.) on  
5 December 15, 2022 and Jill Sperber, Esq., on August 3, 2023. Throughout the course  
6 of mediation efforts, the Parties were simultaneously engaging in the discovery and  
7 litigation efforts described above; and

8 7. WHEREAS, Plaintiff's Counsel have determined that a settlement of  
9 the Action on the terms reflected in this Settlement Agreement is fair, reasonable,  
10 adequate, and in the best interests of Plaintiff and the Settlement Class; and

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

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

24 **II. DEFINITIONS**

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

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- 1           1.     “Action” means *Tan v. Quick Box, LLC*, Case No. 3:20-cv-1082 (S.D.  
2 Cal.).
- 3           2.     “Affiliate” means, with respect to any specified Person, any other  
4 Person directly or indirectly controlling, controlled by or under common control with  
5 such specified Person; “control” means the possession, directly or indirectly of the  
6 power to direct the management and policies of a Person, whether through the  
7 ownership of voting securities, by contract or otherwise. “Person” means a natural  
8 person or business entity.
- 9           3.     “Attorneys’ Fees and Expenses” means such funds as may be awarded  
10 by the Court to compensate and reimburse Plaintiff’s Counsel for work performed in  
11 this matter, as set forth in Section IX of this Settlement Agreement.
- 12          4.     “Claim” means a request for Monetary Payment set forth on Claimant’s  
13 Pre-Populated Claim Form which is submitted to the Settlement Administrator in  
14 accordance with the terms of this Settlement Agreement.
- 15          5.     “Claimant” means a Class Member who submits a Claim.
- 16          6.     “Claim Deadline (Original)” or “Original Claim Deadline” means the  
17 date by which all Pre-Populated Claim Forms must be submitted online to the  
18 Settlement Administrator to be considered timely. The Original Claim Deadline shall  
19 be 30 days after the date first set by the Court for the Final Approval Hearing, unless  
20 the Parties agree to a longer period.
- 21          7.     “Claim Deadline (Supplemental)” or “Supplemental Claim Deadline”  
22 means an additional 60 days after the Original Claim Deadline for Class Members to  
23 submit Claims in the event the Net Fund would exceed the value of the aggregate  
24 Claims after pro rata upward adjustment as described in Section IV.4 below.
- 25          8.     “Class Member” means a member of the Settlement Class. Class  
26 Members will be identified via the records produced in this litigation.
- 27          9.     “Class Member Household” means all persons who share a single  
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1 physical address or IP address. For all persons who are a legal entity, such as a  
2 corporation, partnership, business organization or association, or any other type of  
3 legal entity, there can be only one physical address for purposes of this settlement  
4 even if the entity has multiple offices or locations.

5 10. “Class Notice” means, collectively, the Long-form Class Notice and  
6 Email Notice substantially in the forms of the attached Exhibits and as discussed in  
7 Section VI of this Settlement Agreement.

8 11. “Class Notice Program” means the dissemination of Class Notice as  
9 described in Section IV.C below and as described in the attached Exhibits.

10 12. “Class Period” means June 20, 2016 to the date the Preliminary  
11 Approval Order is entered.

12 13. “Class Representative” or “Plaintiff” means LeAnne Tan.

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

15 15. “Common Fund” means the sum of \$5,500,000 (\$5.5 million dollars) to  
16 be distributed in the following order: to compensate Plaintiff’s Counsel for their fees  
17 and expenses, as awarded by the Court; to pay the Class Representative Service  
18 Award, as awarded by the Court; to pay the Settlement Administrator for notice and  
19 settlement administration costs; to provide the Monetary Payment to Class Members;  
20 and to the Cy Pres Recipient.

21 16. “Court” means the United States District Court for the Southern District  
22 of California, the Honorable Linda Lopez presiding.

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

24 18. “Defendants” mean the “The Quick Box Parties.”

25 19. “Defendants’ Counsel” or “The Quick Box Parties’ Counsel” means  
26 Perkins Coie LLP and Gordon Rees Scully Mansukhani LLP.

27 20. “Direct Notice” means distribution of Class  
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1 Notice, as further detailed in Section VI.2, by e-mail and via postcard. Email Notice  
2 shall be substantially in the form of the attached Exhibit 6. The Postcard Notice shall  
3 be in substantially the same form as in Exhibit 7. Direct Notice may also include  
4 additional Email Notice or Postcard Notice that the Settlement Administrator, after  
5 consultation with the Parties, deems necessary to accomplish the goals of the Class  
6 Notice Program and advise Class Members of any Supplemental Claim Deadline.

7 21. “Effective Date” means the later in time of: (a) the date on which the  
8 time to appeal has expired if no appeal has been taken from the Final Judgment and  
9 Order Approving Settlement; (b) in the event that an appeal or other effort to obtain  
10 review has been initiated, the date after such appeal or other review has been finally  
11 concluded and is no longer subject to review; or (c) if Settlement Class Counsel and  
12 Defendants agree in writing, any other agreed date that is earlier than the Effective  
13 Date as calculated according to subparagraphs (a) and (b) above.

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

17 23. “Final Judgment and Order Approving Settlement” means, collectively,  
18 the Final Judgment and Final Order Approving Settlement to be entered by the Court  
19 approving the settlement as fair, adequate, and reasonable, confirming the  
20 certification of the Settlement Class, and issuing such other findings and  
21 determinations as the Court and/or the Parties deem necessary and appropriate to  
22 implement the Settlement Agreement. The Final Judgment and Order Approving  
23 Settlement shall be substantially in the form of Exhibits 2 and 3.

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

27 25. “Long-form Class Notice” means the legal notice of the terms of the  
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1 proposed Settlement, as approved by the Court, to be distributed according to the  
2 Class Notice Program. The Long-form Class Notice shall be substantially in the form  
3 of the attached Exhibit 5.

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

6 27. “Net Fund” means the amount remaining in the Common Fund after  
7 payment of Attorneys’ Fees and Expenses, Class Representative Service Award, and  
8 Notice and Claim Administration Expenses.

9 28. “Notice and Claim Administration Expenses” means costs and expenses  
10 incurred by the Settlement Administrator, including all notice expenses, the costs of  
11 administering the Class Notice Program, and the costs of processing claims and  
12 distributing all the Monetary Payment to Claimants.

13 29. “Notice Date” means the date by which the Settlement Administrator  
14 shall commence dissemination of the Class Notice, which shall be within forty-five  
15 (45) days from the Preliminary Approval Order, unless the Parties agree to a different  
16 date, subject to Court approval. The Notice Date will be at least 30 days after the  
17 receipt of sales and consumer data by the Settlement Administrator.

18 30. “Objection Date” means the date by which Class Members must file and  
19 serve objections to the Settlement Agreement and shall be no later than fourteen (14)  
20 days before the date first set for the Final Approval Hearing.

21 31. “Opt-Out Date” means the receipt date by which a Request for  
22 Exclusion must be submitted to the Settlement Administrator, and shall be no later  
23 than fourteen (14) days before the date first set for the Final Approval Hearing.

24 32. “Plaintiff’s Counsel” means Kneupper & Covey PC.

25 33. “Pre-Populated Claim Form” means the document to be submitted by a  
26 Claimant requesting a Monetary Payment as determined by the Settlement  
27 Administrator that is substantially in the form of Exhibit 8 (modified as necessary  
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1 only to provide full clarity to Claimants of their Monetary Payment and conform to  
2 the requirements of on-line submission).

3 34. “Preliminary Approval Order” means the order to be entered by the  
4 Court conditionally certifying the Settlement Class, preliminarily approving the  
5 Settlement Agreement, setting the date of the Final Approval Hearing, appointing  
6 Settlement Class Counsel for the Settlement Class, approving the Class Notice  
7 Program and forms of Class Notice, and setting the Opt-Out Date, Objection Date,  
8 and Notice Date, the proposed form of which is attached as Exhibit 1.

9 35. “Released Claims” means all claims relating to the sale of any La  
10 Pura Products sold, shipped, or caused to be sold or shipped by any of the Defendants  
11 under the La Pura, La’Pura, La’ Pura or LaPura or any similar brand name, including  
12 any La Pura Product marketed or otherwise promoted by Rocket Management  
13 Group.

14 36. “Released Party” or “Released Parties” means Defendants and their  
15 corporate parents, subsidiaries, divisions, departments, agents, affiliates, and  
16 members of their immediate family, and any and all of their past and present officers,  
17 directors, employees, stockholders, agents, successors, attorneys, insurers,  
18 representatives, licensees, licensors, subrogees, and assigns, including, but not  
19 limited to The Quick Box Parties, Quick Holdings LLC, and any private equity  
20 owners of the Released Parties. For the avoidance of doubt, “Released Party” or  
21 “Released Parties” specifically excludes Converging Resources Corporation  
22 (previously known as Konnektive Corporation), Konnektive, LLC, and Konnektive  
23 Rewards, LLC, Matthew Martorano, Kathryn Martorano, Rocket Management  
24 Group, LLC and any of its officers and owners, Kiet Lieu, Punky Ngo, Marc Evans,  
25 and the remaining corporate defendants in the Action as of the Effective Date and  
26 their officers or owners.

27 37. “Releasing Party” means Plaintiff and each Class Member.  
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1           38. “Request for Exclusion” means the written communication that must be  
2 submitted to the Settlement Administrator and received by or before the Opt-Out  
3 Date by a Class Member who wishes to be excluded from the Settlement Class. A  
4 Request for Exclusion form that is substantially in the form attached as Exhibit 4  
5 shall be made available on the Settlement Website.

6           39. “Settlement Administrator” means Epiq Class Action and Claims  
7 Solutions, the entity retained by the Parties and approved by the Court to design,  
8 consult on, and implement the Class Notice Program for disseminating Class Notice,  
9 administer and send the Monetary Payment to eligible Claimants, and perform  
10 overall administrative functions.

11           40. “Settlement Agreement” means this Stipulation of Partial Settlement  
12 (including all Exhibits attached to this Stipulation of Settlement).

13           41. “Settlement Class” means all consumers in the United States who,  
14 during the Class Period, were billed for products sold, shipped, or caused to be sold  
15 or shipped by any of the Defendants under the La Pura, La’Pura, La’ Pura or LaPura  
16 or any similar brand name, including any La Pura Product marketed or otherwise  
17 promoted by Rocket Management Group. Excluded from the Settlement Class are:  
18 (i) jurists and mediators who are or have presided over the Action, Plaintiff’s  
19 Counsel and Defendants’ Counsel, their employees, legal representatives, heirs,  
20 successors, assigns, or any members of their immediate family; (ii) any government  
21 entity; (iii) The Quick Box Parties and any entity in which The Quick Box Parties  
22 have a controlling interest, any of their subsidiaries, parents, affiliates, and officers,  
23 directors, employees, legal representatives, heirs, successors, or assigns, or any  
24 members of their immediate family; and (iv) any persons who timely opt out of the  
25 Settlement Class.

26           42. “Settlement Class Counsel” means Kevin Kneupper and Cyclone  
27 Covey of Kneupper & Covey.

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1 43. "Settlement Costs" means: (i) all Notice and Claim Administration  
2 Expenses; (ii) any award of Attorneys' Fees and Expenses to Settlement Class  
3 Counsel approved by the Court; and (iii) any Class Representative Service Award to  
4 the Class Representatives approved by the Court.

5 44. "Settlement Website" means the Internet website to be created and  
6 maintained for this settlement by the Settlement Administrator to provide  
7 information to the public and the Settlement Class about this Settlement Agreement.

8 Capitalized terms used in this Settlement Agreement, but not defined in  
9 Section II, shall have the meanings ascribed to them elsewhere in this Settlement  
10 Agreement.

11 **III. CLASS CERTIFICATION**

12 1. Conditional Certification of Class Certification

13 As part of the motion for preliminary approval of the Settlement Agreement,  
14 Plaintiff will seek preliminary certification of the Settlement Class as defined in  
15 Section II(41). Defendants consent, solely for purposes of settlement, to the  
16 certification of the Settlement Class, to the appointment of Settlement Class Counsel,  
17 and to the approval of Plaintiff as suitable representatives of the Settlement Class.  
18 However, that if the Court fails to approve this Settlement Agreement or the  
19 Settlement Agreement otherwise fails to be consummated, the Parties agree that the  
20 Settlement Class shall be decertified and Defendants shall retain all rights it had,  
21 including the right to object to the maintenance of the Action as a class action.

22 **IV. SETTLEMENT RELIEF**

23 1. The Notice and Claims Procedure shall comply with all applicable rules  
24 in the Southern District of California.

25 2. Class Members who submit a timely valid Pre-Populated Claim Form  
26 will receive a Monetary Payment.

27 3. The Monetary Payment

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1           a.     The Settlement Class is readily ascertainable. The Parties are in  
2 possession of purchase records related to purchases of La Pura products sold,  
3 marketed, or otherwise promoted by Rocket Management Group. Subject to the  
4 protective orders in place in this Action, Quick Box Parties will provide these records  
5 to the Settlement Administrator within 10 business days after the execution of this  
6 Settlement Agreement by all Parties.

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

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

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

16          4.     Pro Rata Adjustments, the Supplemental Claim Deadline, and Cy Pres  
17 Contribution.

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

21           b.     If the amount of the Net Fund exceeds the aggregate amount of  
22 valid Claims submitted in accordance with the Original Claim Deadline, the  
23 Settlement Administrator will determine if increasing each valid Monetary Payment  
24 Claim by up to three (3) times the claimed amount will exhaust the Net Fund. If so,  
25 amounts paid on Claims will be increased pro rata up to three (3) times the claimed  
26 amounts.

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

10 d. At the time of disbursement, each Claimant will receive an email  
11 and/or mobile phone text providing the Claimant with several digital options to  
12 immediately receive the Monetary Payment, such as a PayPal, Venmo, digital  
13 MasterCard, or eCheck. At that time, the Claimant may also request a physical check.

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

26 5. Release of the Common Fund

27 a. Plaintiff' Motion for Attorneys' Fees and Expenses shall be filed  
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1 at least 30 days before the deadline for objecting to the Settlement.

2           b. Within thirty (30) days after the Final Approval Order,  
3 Defendants shall deposit the amount of the Common Fund into a qualified settlement  
4 account.

5           c. On the Effective Date, the Net Fund will be made available to pay  
6 the Court-approved Class Representative Service Award and to pay Class Members’  
7 Claims for the Monetary Payment benefit.

8           d. Within twenty-one (21) days after distribution of the Monetary  
9 Payment to Claimants, Settlement Class Counsel will file a Post-Distribution  
10 Accounting.

11           e. Upon order of the Court following submission of the Post-  
12 Distribution Accounting, the remainder of the Attorneys’ Fees and Expenses, if any,  
13 shall be paid to Settlement Class Counsel.

14 **V. PRE-POPULATED CLAIM FORM SUBMISSION, REVIEW AND**  
15 **PAYMENT**

16           1. To be eligible to receive the Monetary Payment, Class Members must  
17 submit a valid and timely Pre-Populated Claim Form. Pre-Populated Claim  
18 Forms may be submitted either by mail or electronically through the Settlement  
19 Website and if submitted by mail, must be received or submitted electronically  
20 on or before the Original Claim Deadline (or the Supplemental Claim Deadline, if  
21 applicable).

22           2. Pre-Populated Claim Forms will be available upon  
23 request made through the Settlement Website and will be mailed or emailed  
24 to Class Members by the Settlement Administrator. Hard copy Pre-  
25 Populated Claim Forms may be submitted to the Settlement Administrator by  
26 U.S. Mail or other regularly maintained mail delivery service.

27           3. The Settlement Administrator shall review Claims to determine if the  
28 Claimant has substantially complied with the instructions on the Pre-Populated Claim

1 Form and process the Claim accordingly. The Settlement Administrator shall make  
2 final decisions on whether a Claim is valid subject to the agreement of Settlement  
3 Class Counsel and Defendants' Counsel.

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

8 5. Claimants entitled to receive the Monetary Payment will be given the  
9 option of receiving payment electronically or mailed a check by first class mail to the  
10 address on Pre-Populated Claim Form. Payments will be mailed upon the occurrence  
11 of the Effective Date and within seven (7) days after the process described in Section  
12 IV.5 is completed.

13 **VI. ADMINISTRATION AND CLASS NOTICE**

14 1. Settlement Administrator

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

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

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

10 i. The Settlement Administrator shall accurately and  
11 neutrally describe, and shall train and instruct its employees and agents to accurately  
12 and objectively describe, the provisions of this Settlement Agreement in  
13 communications with Class Members; and

14 ii. The Settlement Administrator shall provide prompt,  
15 accurate and objective responses to inquiries from Settlement Class Counsel or their  
16 designee, The Quick Box Parties and/or their Counsel.

17 **2. Class Notice**

18 a. Class Notice: The Class Notice forms will include a Long-form  
19 Class Notice, Email Notice, and Postcard Notice.

20 b. The Long-form Class Notice available on the Settlement Website  
21 and to be sent to Class Members at their request shall be in substantially the form of  
22 Exhibit 5. The Long-form Class Notice shall be available in English. At a minimum,  
23 the Long-form Class Notice shall:

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

26 ii. describe the proposed settlement relief as set forth in this  
27 Settlement Agreement;

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- 1                   iii.       inform Class Members that, if they do not exclude  
2 themselves from the Settlement Class, they may be eligible to receive relief;
- 3                   iv.       describe the procedures for participating in the Settlement,  
4 including all applicable deadlines, and advise Class Members of their rights to submit  
5 a Claim to be eligible to receive a Monetary Payment under the Settlement  
6 Agreement;
- 7                   v.       explain the scope of the Release;
- 8                   vi.       state that any Monetary Payment to Class Members is  
9 contingent on the Court’s final approval of the Settlement Agreement;
- 10                  vii.       state the identity of Settlement Class Counsel and the  
11 amount sought in attorneys’ fees and expenses and Class Representative Service  
12 Award;
- 13                  viii.       explain the procedures for opting out of the Settlement  
14 Class including the applicable deadline for opting out;
- 15                  ix.       explain the procedures for objecting to the Settlement  
16 Agreement including the applicable deadline; and
- 17                  x.       explain that any judgment or orders entered in the Action,  
18 whether favorable or unfavorable to the Settlement Class shall include and be binding  
19 on all Class Members who have not been excluded, even if they have objected to the  
20 proposed Settlement Agreement and even if they have another claim, lawsuit, or  
21 proceeding pending against Defendants.
- 22                  c.       Email Notice and Postcard Notice: The Email Notice and  
23 Postcard Notice shall be in substantially the form of Exhibits 6 and 7, and shall  
24 include the web address of the Settlement Website and a telephone number for the  
25 Settlement Administrator, a description of the Settlement Class, a description of relief  
26 available to the Settlement Class and the Original Claim Deadline (or any  
27 Supplemental Claim Deadline), and an explanation of the right to object and/or opt-  
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1 out of the Settlement Class and the deadlines to exercise these rights.

2           d.     Website Notice: The Settlement Website shall be created and  
3 maintained by the Settlement Administrator. The Settlement Website shall be  
4 available in English. The Settlement Website shall be activated no later than the  
5 Notice Date and shall remain active until sixty (60) days after the settlement benefits  
6 are distributed to Claimants. The URL of the Settlement Website will be  
7 “[www.LaPuraQuickBoxSettlement.com],” or another URL descriptive of the  
8 settlement. The Settlement Administrator shall post the Long-form Class Notice, a  
9 copy of this Settlement Agreement and its Exhibits, the Preliminary Approval  
10 Motion, the Preliminary Approval Order, the operative complaint, the Motion for  
11 Final Approval and Motion for Attorneys’ Fees and Expenses, the Final Approval  
12 Order, answers to frequently asked questions, the number for the toll-free hotline  
13 maintained by the Settlement Administrator for this Settlement, Settlement-related  
14 deadlines, and any other materials or information the Parties agree to include on the  
15 Settlement Website. These documents shall be available on the Settlement Website  
16 for as long as the Settlement Website is active.

17           e.     The Parties agree to consult with the Settlement Administrator  
18 about the possibility of additional notice to the Settlement Class or to individual Class  
19 Members, such as internet advertising and targeting procedures, as part of the Class  
20 Notice Program.

21           f.     Class Action Fairness Act Notice: The Quick Box Parties shall  
22 work with the Settlement Administrator to comply with all notice requirements  
23 imposed by 28 U.S.C. § 1715(b) (“CAFA Notice”).

24           g.     Dissemination of Class Notice

25                i.     Direct Notice: The Email Notice or Postcard Notice (as  
26 applicable), shall be sent via email, or for those Class Members for whom an email  
27 address is not available but a physical address is available, then via the United States  
28

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

20           ii.       Website Notice: No later than the Notice Date, the  
21 Settlement Administrator will post the Long-form Class Notice on the Settlement  
22 Website, and shall post the additional documents and information discussed in  
23 Section VI.B.5 above as they become available. Such documents and information  
24 may also be posted on Settlement Class Counsel’s website and Plaintiff’s Counsel’s  
25 websites at their option.

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

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

5 **VII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

6       1.     Objections

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

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

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

11 2. Requests for Exclusion

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

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

26 c. Any Class Member who properly requests to be excluded from  
27 the Settlement Class shall not: (a) be bound by any orders or judgments entered in  
28

1 the Action relating to the Settlement Agreement; (b) be entitled to submit a Claim,  
2 or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the  
3 Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement  
4 Agreement.

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

10 **VIII. RELEASES**

11 1. Upon the Effective Date, each and every Releasing Party shall by order  
12 of this Court be deemed to have released, waived, forfeited and shall be permanently  
13 barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim  
14 against any Released Party based on the identical factual predicate in any court or  
15 any forum.

16 2. In addition, with respect to the Released Claims, Plaintiff specifically  
17 acknowledges and affirmatively waives any rights or benefits available to her under  
18 California Civil Code section 1542. California Civil Code section 1542 provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT  
20 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
21 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
22 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR  
23 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

24 Plaintiff hereby waives any and all federal and state statutes similar in substance,  
25 meaning or application to California Civil Code section 1542. In the event that any  
26 waiver of the provisions of section 1542 of the California Civil Code or any similar  
27 law of the United States or of any state or territory of the United States provided in  
28 this Settlement should be judicially determined to be invalid, void or unenforceable

1 for any reason, such waiver to that extent shall be severable from the remaining  
2 provisions of this Settlement Agreement, and the invalidity, voidability, or  
3 unenforceability of the waiver shall not affect the validity, effect, enforceability or  
4 interpretation of the remaining provisions of this Settlement Agreement.

5 3. The Court shall retain exclusive and continuing venue and jurisdiction  
6 over the Parties and the Class Members to interpret and enforce the terms, conditions,  
7 and obligations under the Settlement Agreement and any disputes over such issues  
8 shall be brought in this Court.

9

10 **IX. ATTORNEYS' FEES AND EXPENSES AND CLASS**  
11 **REPRESENTATIVE SERVICE AWARD**

12 1. The award of Attorneys' Fees and Expenses will be paid from the  
13 Common Fund. The application for an award of Attorneys' Fees and Expenses will  
14 be made by Settlement Class Counsel on behalf of themselves and any other  
15 Plaintiff's Counsel. The Quick Box Parties shall not be responsible for any other fees  
16 or expenses incurred by Settlement Class Counsel or Plaintiff.

17 2. Plaintiff will apply for a Class Representative Service Award. Any  
18 Court-approved service award is in addition to the benefits that the Class  
19 Representatives are entitled to receive as members of the Settlement Class. The  
20 Court-approved service award will be paid from the Common Fund. The service  
21 award shall be paid to the Class Representative within seven (7) days of the Effective  
22 Date.

23 3. The Court's determination of Attorneys' Fees and Expenses and Class  
24 Representative Service Award will not affect the remainder of the Settlement.

25 **X. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT**

26 1. This Settlement Agreement is subject to and conditioned upon the  
27 issuance by the Court of the Final Judgment and Order Approving Settlement that  
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1 finally certifies the Class for the purposes of this settlement, grants final approval of  
2 the Settlement Agreement, and provides the relief specified herein. Such Final  
3 Judgment and Order Approving Settlement shall be in substantially the form attached  
4 hereto as Exhibits 2 and 3.

5 **XI. NO ADMISSION OF LIABILITY/AGREEMENT FOR SETTLEMENT**  
6 **ONLY**

7 1. This Agreement reflects the compromise and settlement of disputed  
8 claims among the Parties and is for settlement purposes only. Neither the fact of, or  
9 any provision contained in this Agreement or its Exhibits, nor any action taken  
10 hereunder, shall constitute, be construed as, or be admissible in evidence as an  
11 admission of: (a) the validity of any claim or allegation by Plaintiff, or of any defense  
12 asserted by The Quick Box Parties, in the Action or any other action or proceeding;  
13 or (b) any wrongdoing, fault, violation of law, or liability of any kind on part of any  
14 Party, Defendants, Released Party, or their respective counsel.

15 2. The terms of this Settlement Agreement are not, and should not be  
16 construed as, an admission of liability or wrongdoing on the part of The Quick Box  
17 Parties.

18 **XII. TERMINATION OF THIS SETTLEMENT AGREEMENT**

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

21 a. The Court does not enter a Preliminary Approval Order that  
22 conforms in material respects to Exhibit 1; or

23 b. The Court does not enter a Final Judgment and Order Approving  
24 Settlement conforming in material respects to Exhibits 2 and 3, or if entered, such  
25 Final Judgment and Order Approving Settlement is reversed, vacated, or modified in  
26 any material respect by another court.

27 2. In the event that the number of Requests for Exclusion received pursuant  
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1 to Section VII.B exceeds 10% of the number of Pre-Populated Claim Forms sent by  
2 the Settlement Administrator, the Quick Box Parties may terminate this Settlement  
3 Agreement by providing written notice to Settlement Class Counsel within ten (10)  
4 calendar days of the Opt-Out Date.

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

11 **XIII. ADDITIONAL PROVISIONS**

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

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

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

25  
26 a. If to Plaintiff or Settlement Class Counsel:

27 Cyclone Covey  
28 KNEUPPER & COVEY, PC

1 17011 Beach Blvd., Ste. 900  
2 Huntington Beach, CA 92647-5998  
3 Tel: 512-420-8407  
4 cyclone@kneuppercovey.com

5 b. If to Defendants or Defendants' Counsel:

6 David T. Biderman  
7 PERKINS COIE LLP  
8 1888 Century Park East, Suite 1700  
9 Los Angeles, California 90067  
Tel: 310-788-9900  
dbiderman@perkinscoie.com

10 4. Good Faith: The Parties agree that they will act in good faith and will  
11 not engage in any conduct that will or may frustrate the purpose of this Settlement  
12 Agreement. The Parties further agree, subject to Court approval as needed, to  
13 reasonable extensions of time to carry out any of the provisions of the Settlement  
14 Agreement.

15 5. Publicity: To the extent Defendants or Plaintiff make any public  
16 statements regarding the settlement of this Action, any such statements shall be  
17 consistent with the Court-approved documents that comprise this Settlement  
18 Agreement or otherwise agreed on by the Parties in writing in advance.

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

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

4 8. Waiver: The waiver by one Party of any provision or breach of the  
5 Settlement Agreement shall not be deemed a waiver of any other provision or breach  
6 of the Settlement Agreement.

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

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

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

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

28



1 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement  
2 Agreement to be executed as of the last date set forth below.

3  
4 Dated: October 13, 2023



  
PLAINTIFF

5  
6  
7 Dated: October \_\_, 2023

Stephen Adélé

8  
9  
10 Dated: October \_\_, 2023

Chad Biggins

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13 Dated: October \_\_, 2023

James Martell

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16 Dated: October \_\_, 2023

Quick Box LLC

Signed by:

Its:

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1 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement  
2 Agreement to be executed as of the last date set forth below.

3  
4 Dated: October \_\_\_\_, 2023

\_\_\_\_\_  
LeAnne Tan  
PLAINTIFF

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*Stephen Adele*  
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7 Dated: October \_\_\_\_, 2023  
10/18/2023

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Stephen Adelé

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10 Dated: October \_\_\_\_, 2023

\_\_\_\_\_  
Chad Biggins

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13 Dated: October \_\_\_\_, 2023

\_\_\_\_\_  
James Martell

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16 Dated: October \_\_\_\_, 2023

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Quick Box LLC

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Signed by:

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Its:

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1 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement  
2 Agreement to be executed as of the last date set forth below.

3  
4 Dated: October \_\_\_\_, 2023

\_\_\_\_\_  
LeAnne Tan  
PLAINTIFF

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6  
7 Dated: October \_\_\_\_, 2023

\_\_\_\_\_  
Stephen Adelé

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9 10/16/2023

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*Chad Biggins*  
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10 Dated: October \_\_\_\_, 2023

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Chad Biggins

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13 Dated: October \_\_\_\_, 2023

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James Martell

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16 Dated: October \_\_\_\_, 2023

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Quick Box LLC

Signed by:

Its:

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1 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement  
2 Agreement to be executed as of the last date set forth below.

3  
4 Dated: October \_\_, 2023

\_\_\_\_\_  
LeAnne Tan  
PLAINTIFF

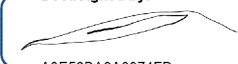
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Stephen Adelé

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Chad Biggins

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13 Dated: October \_\_, 2023

James Martell

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16 Dated: October \_\_, 2023

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Quick Box LLC

Signed by:

Its:

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1 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement  
2 Agreement to be executed as of the last date set forth below.

3  
4 Dated: October \_\_, 2023

\_\_\_\_\_  
LeAnne Tan  
PLAINTIFF

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7 Dated: October \_\_, 2023

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Stephen Adelé

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10 Dated: October \_\_, 2023

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Chad Biggins

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13 Dated: October \_\_, 2023

\_\_\_\_\_  
James Martell

14  
15 10/17/2023

DocuSigned by:  
*Irene Scharmack*  
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16 Dated: October \_\_, 2023

\_\_\_\_\_  
Quick Box LLC

Signed by: Irene Scharmack

Its: CEO

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Exhibit 1

Exhibit 1

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

LEANNE TAN, an individual, on behalf  
of herself and all persons similarly  
situated,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

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

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

Complaint filed: June 12, 2020

No. 3:20-cv-01082-LL-DDL  
TAN V. QUICK BOX, LLC ET AL

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

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 [September \_\_], 2023,  
11 including all exhibits thereto (the “Settlement Agreement”),<sup>2</sup> are preliminarily  
12 approved as fair, reasonable and adequate, are sufficient to warrant sending notice to  
13 the Settlement Class, and are subject to further consideration at the Final Approval  
14 Hearing 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 conditionally certifies the following Settlement Class for  
3 settlement purposes only (the “Settlement Class”). The Court finds that the applicable  
4 provisions of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have  
5 been satisfied and that the Court will likely be able to approve the Settlement and  
6 certify the Settlement Class for purposes of judgment. The Settlement Class is  
7 defined as:

8 All consumers in the United States who, during the Class Period, were  
9 billed for products sold, shipped, or caused to be sold or shipped by any  
10 of the Defendants under the La Pura, La’Pura, La’ Pura or LaPura or  
11 any similar brand name, including any La Pura Product marketed or  
12 otherwise promoted by Rocket Management Group. Excluded from the  
13 Settlement Class are: (i) jurists and mediators who are or have presided  
14 over the Action, Plaintiff’s Counsel and Defendants’ Counsel, their  
15 employees, legal representatives, heirs, successors, assigns, or any  
16 members of their immediate family; (ii) any government entity; (iii)  
17 The Quick Box Parties and any entity in which The Quick Box Parties  
18 have a controlling interest, any of their subsidiaries, parents, affiliates,  
19 and officers, directors, employees, legal representatives, heirs,  
20 successors, or assigns, or any members of their immediate family; and  
21 (iv) any persons who timely opt out of the Settlement Class.

18 4. The Court designates Plaintiff LeAnne Tan as Class Representative.

19 5. The Court further finds that the following counsel fairly and adequately  
20 represented, and continue to so represent, the interests of the Settlement Class in all  
21 regards, including for settlement purposes and hereby appoints them as counsel for  
22 the Settlement Class pursuant to Fed. R. Civ. P. 23(g):

23 Kevin Kneupper, Esq.  
24 A. Cyclone Covey, Esq.  
25 Kneupper & Covey PC  
26 17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998

27 6. All proceedings in this Action as to the Settling Defendants, other than  
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1 such proceedings as may be necessary to implement the proposed Settlement or to  
2 effectuate the terms of the Settlement Agreement, are hereby stayed and suspended  
3 until further order of this Court.

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

17 8. If the Settlement Agreement is not finally approved by the Court, or for  
18 any reason the Final Judgment and Order Approving Settlement is not entered as  
19 contemplated in the Settlement Agreement, or the Settlement Agreement is  
20 terminated pursuant to its terms for any reason or the Effective Date does not occur  
21 for any reason, then:

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

26 (b) The provisional certification of the Settlement Class pursuant to  
27 this Order shall be vacated automatically and the Action shall proceed as though the  
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1 Settlement Class had never been certified;

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

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

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

11 **III. NOTICE TO CLASS MEMBERS**

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

28

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

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

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

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

22           13. Potential Class Members who timely and validly exclude themselves  
23 from the Settlement Class shall not be bound by the Settlement Agreement, the  
24 settlement, or the Final Judgment and Order Approving Settlement. If a potential  
25 Class Member files a request for exclusion, he/she/it may not assert an objection to  
26 the Settlement Agreement. Not later than three (3) days after the Opt-Out Deadline,  
27 the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel

1 with a final list of timely Requests for Exclusion. Defendant’s Counsel shall file this  
2 list with the Court prior to the Final Approval Hearing.

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

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

14 **V. OBJECTIONS**

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

23 17. To be considered by the Court, any objection must be in writing and  
24 include the following information: (a) a heading which refers to the case name and  
25 number (*Tan v. Quick Box, LLC*, Case Number 3:20-cv-01082); (b) the objector’s full  
26 name, telephone number, and address (the objector’s actual residential address must  
27 be included); (c) if represented by counsel, the full name, telephone number, and  
28

1 address of all counsel, and whether counsel will appear at the Final Approval Hearing;  
2 (d) all of the reasons for the objection; (e) an explanation of the basis upon which the  
3 person claims to be a Class Member; and (f) the objector’s dated, handwritten  
4 signature (an electronic signature or attorney’s signature are not sufficient). Any  
5 documents supporting the objection must also be attached to the objection. If any  
6 testimony is to be given in support of the objection, the names of all persons who will  
7 testify must be set forth in the objection. For mailing objections, the Court’s address  
8 is as follows:

9 Clerk of Court  
10 United States District Court  
11 Southern District of California  
12 221 West Broadway, San Diego, CA 92101

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

20 **VI. FINAL APPROVAL HEARING**

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

1 Class Representative’s service awards.

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

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

21 Clerk of Court  
22 United States District Court  
23 Southern District of California  
24 221 West Broadway, San Diego, CA 92101

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

1 **VII. OTHER PROVISIONS**

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

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

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

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

18 **IT IS SO ORDERED.**

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HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

Exhibit 2

Exhibit 2

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

LEANNE TAN, an individual, on behalf  
of herself and all persons similarly  
situated,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

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

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

Complaint filed: June 12, 2020

No. 3:20-cv-01082-LL-DDL  
TAN V. QUICK BOX, LLC ET AL

[PROPOSED] ORDER GRANTING FINAL APPROVAL

1 THIS MATTER is before the Court following a hearing on [\_\_\_\_\_, \_\_, 2023,  
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. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies the  
16 following Settlement Class for settlement purposes only:<sup>1</sup>

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

21 Excluded from the Settlement Class are: (i) jurists and mediators who  
22 are or have presided over the Action, Plaintiff’s Counsel and  
23 Defendants’ Counsel, their employees, legal representatives, heirs,  
24 successors, assigns, or any members of their immediate family; (ii) any  
government entity; (iii) The Quick Box Parties and any entity in which

25  
26 <sup>1</sup> Unless otherwise noted, capitalized terms have the meaning given them in the  
27 Settlement Agreement. As defined in the Settlement Agreement, “Class  
28 Period” means June 20, 2016 to [DATE], the date the Preliminary Approval  
Order (ECF No. [ ]) was entered.

1 The Quick Box Parties have a controlling interest, any of their  
2 subsidiaries, parents, affiliates, and officers, directors, employees, legal  
3 representatives, heirs, successors, or assigns, or any members of their  
4 immediate family; and (iv) any persons who timely opt out of the  
Settlement Class.

5 4. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds  
6 Plaintiff LeAnne Tan is a member of the Settlement Class, her claims are typical of  
7 the Settlement Class, and she has fairly and adequately protected the interests of the  
8 Settlement Class throughout her involvement in this action. Accordingly, the Court  
9 hereby appoints LeAnne Tan as Class Representative for the Settlement Class.

10 5. The Court finds that the Settlement Class meets all requirements of  
11 Federal Rules of Civil Procedure 23(a) and (b)(3) for certification as a class action of  
12 the claims alleged in the First Amended Class Action Complaint, including: (a)  
13 numerosity; (b) commonality; (c) typicality; (d) adequacy of the class representative  
14 and Class Counsel; (e) predominance of common questions of fact and law among  
15 the Settlement Class; and (f) superiority.

16 6. Having considered the factors set forth in Federal Rule of Civil  
17 Procedure 23(g)(1), the Court makes final its appointment of Kevin Kneupper and  
18 Cyclone Covey of Kneupper & Covey PC as Class Counsel to represent the Class  
19 Members.

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

27 8. The Court directed that Class Notice be given to the Class Members  
28 pursuant to the notice program proposed by the Parties and approved by the Court. In

1 accordance with the Court’s Preliminary Approval Order and the Court-approved  
2 Class Notice Program, the Settlement Administrator caused the forms of Class Notice  
3 to be disseminated as ordered. The Long-form Class Notice advised Class Members  
4 of the terms of the Settlement Agreement; the Final Approval Hearing, and their right  
5 to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class  
6 and to object to the Settlement Agreement; procedures for exercising such rights; and  
7 the binding effect of this Order and accompanying Final Judgment, whether favorable  
8 or unfavorable, to the Settlement Class.

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

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

26         11. The terms and provisions of the Settlement Agreement are the product  
27 of lengthy, arms-length negotiations conducted in good faith and with the assistance  
28

1 of experienced mediators: the Honorable Leo S. Papas (Ret.) and Jill R. Sperber, Esq.  
2 Approval of the Settlement Agreement will result in substantial savings of time,  
3 money and effort to the Court and the Parties, and will further the interests of justice.

4 12. All Class Members who have not timely and validly opted out are Class  
5 Members who are bound by this Order and accompanying Final Judgment and by the  
6 terms of the Settlement Agreement.

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

11 14. The Court has considered the submissions by the Parties and all other  
12 relevant factors, including the result achieved and the efforts of Class Counsel in  
13 prosecuting the claims on behalf of the Settlement Class. The efforts of Class Counsel  
14 have produced the Settlement Agreement entered into in good faith, and which  
15 provides a fair, reasonable, adequate, and certain result for the Settlement Class. Class  
16 Counsel have made application for an award of attorneys' fees and reimbursement of  
17 expenses in connection with the prosecution of the action on behalf of themselves.  
18 The fee award requested is [redacted]% of the Common Fund. This amount is fair,  
19 reasonable, and adequate under the common fund doctrine, the range of awards  
20 ordered in this District and Circuit, the results obtained, the substantial risk borne by  
21 Class Counsel in litigating this matter, the degree of skill and quality of work  
22 performed, the financial burden imposed by the contingency basis of Class Counsel's  
23 representation of Plaintiffs and the Class, and the additional work required of Class  
24 Counsel to bring this Settlement to conclusion. The Court finds the fee award is  
25 further supported by a lodestar crosscheck, whereby it finds that the hourly rates of  
26 Class Counsel are reasonable, and that the estimated hours expended are reasonable.  
27 Accordingly, the Court hereby awards \$ [redacted] as attorneys' fees to be paid out of  
28

1 the Common Fund in accordance with the terms of the Settlement Agreement.

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

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

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

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

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

4 20. Without affecting the finality of this Order and the Final Judgment, the  
5 Court reserves jurisdiction over the implementation, administration, and enforcement  
6 of this Order, the Final Judgment and the Settlement Agreement, and all matters  
7 ancillary thereto.

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

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

18  
19 **IT IS SO ORDERED.**

20  
21 \_\_\_\_\_  
22 HONORABLE LINDA LOPEZ  
23 UNITED STATES DISTRICT JUDGE  
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Exhibit 3

Exhibit 3

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

LEANNE TAN, an individual, on behalf  
of herself and all persons similarly  
situated,

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

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

**[PROPOSED] FINAL JUDGMENT**

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

Complaint filed: June 12, 2020

No. 3:20-cv-01082-LL-DDL  
TAN V. QUICK BOX, LLC ET AL

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

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

**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

Exhibit 4

Exhibit 4

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**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-VC

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-LLC (N.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 received 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 5

Exhibit 5

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 \$5.5 million Settlement has been reached in a class action lawsuit to resolve allegations against Quick Box LLC and related parties (the “Quick Box 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 Quick Box Defendants were involved in the fulfillment of these orders. The Quick Box Defendants deny these allegations but have settled this case to avoid further litigation and distraction of resources from their business.
- 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?

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- 18. Do I have to attend the Final Approval Hearing?
- 19. May I speak at the Final Approval Hearing?

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- 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 Quick Box Defendants fulfilled these orders regarding 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 Quick Box 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 trial, and 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?

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,

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

successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) The Quick Box Parties and any entity in which The Quick Box 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 \$5.5 million 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 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, the amount of 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  
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.

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

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

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

## 12. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and for reimbursement of expenses. 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 awards 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 Quick Box 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?

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 Quick Box 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:

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

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

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

<b><u>Court:</u></b> Clerk United States District Court, Southern District of California 221 West Broadway San Diego, CA 92101	<b><u>Class Counsel:</u></b> Kevin Kneupper Cyclone Covey Kneupper & Covey PC 17011 Beach Blvd., Ste. 900 Huntington Beach, CA 92647	<b><u>Defense Counsel:</u></b> David T. Biderman Thomas J. Tobin Perkins Coie LLP 1888 Century Park East, Suite 1700 Los Angeles CA 90067
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If you timely file an objection it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

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

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

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

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

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

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

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

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.

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 Quick Box Defendants about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

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

## 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 6

Exhibit 6

**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. 3:17-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 \$5.5 million Settlement Fund. If you file a Pre-Populated Claim form, you will be provided a Monetary Payment based on your purchases of La Pura Products as reflected in purchase records. The Monetary Payment is subject to a pro rata increase or decrease depending upon the amount remaining in the Net Fund after all eligible Claims are determined. Based on the applicable purchase records, the Settlement Administrator will determine the amount of the Monetary Payment, the amount of Class Members can receive via this Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form to 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 an 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.

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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 7

Exhibit 7

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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. 3:17-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 \$5.5 million Settlement Fund. 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, the amount of Class Members can receive via this Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form to 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 an 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 8

Exhibit 8



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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]**.

QUESTIONS? CALL 1-855-435-0524 OR VISIT **[URL]**.