

**KNEUPPER & COVEY, PC**  
Kevin Kneupper, Esq. (CA SBN 325413)  
kevin@kneuppercovey.com  
A. Cyclone Covey, Esq. (CA SBN 335957)  
cyclone@kneuppercovey.com  
A. Lorraine Weekes, Esq. (CA SBN 332369)  
lorraine@kneuppercovey.com  
17011 Beach Blvd., Suite 900  
Huntington Beach, CA 92647  
Tel: (512) 420-8407

*Attorneys for Plaintiff LeAnne Tan  
and the putative Class*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

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

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

**PLAINTIFF’S MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

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

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

Complaint Filed: June 12, 2020

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1 **I. INTRODUCTION**

2 Plaintiff and the Quick Box Defendants (Quick Box, LLC, Stephen Adelé, James  
3 Martell, and Chad Biggins) have agreed to a Class Settlement to resolve the putative Class’s  
4 claims against those Defendants in exchange for \$5.5 million, which has been granted  
5 preliminary approval. Plaintiff now seeks final approval for this settlement as well.

6 This settlement came after a lengthy litigation period of more than three years, an Early  
7 Neutral Evaluation (ENE), and two separate mediations. The settlement offers relief to the  
8 Class that amounts to almost the entirety of the actual damages. It does so in a simple,  
9 straightforward settlement which focuses on obtaining monetary relief for Class members.  
10 And the settlement makes clear that claims against the La Pura Defendants and the  
11 Konnektive Defendants are not being waived, such that not only is the Class guaranteed this  
12 substantial recovery against what they lost, but they will have the opportunity to recover  
13 even more should Plaintiff’s counsel be successful in pursuing claims against those other  
14 Defendants. This settlement eliminates the risk that the Class would receive nothing after  
15 long, protracted litigation—and it simplifies any jury trial against the remaining non-settling  
16 parties. The reaction to the settlement has thus far been favorable—while the deadline has  
17 not passed for objections or exclusions, to date, no class members have objected or  
18 requested exclusion.

19 **II. RELEVANT FACTS**

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

1 Throughout the lawsuit, there have been both formal and informal efforts to settle the  
2 case. These efforts ranged from informal discussions to an Early Neutral Evaluation before  
3 Judge Butcher on June 30, 2021, dkt. 174; a mediation before former Magistrate Judge  
4 Leonidas Papas on December 15, 2022 (which included ongoing discussions through  
5 January 2023); and a mediation before Jill Sperber on August 3, 2023 (along with ongoing  
6 discussions afterward).

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

12 The settlement provides a substantial monetary benefit to the Class: \$5.5 million,  
13 which is almost the entirety of the actual damages in this case. Ex. 1 at section II ¶ (15). The  
14 settlement is straightforward. It does not contain any of the hallmarks of self-dealing  
15 (negotiated attorney’s fees which are disproportionate to the settlement, clear sailing  
16 provisions, or a reverter to the Defendants). It does not engage in any efforts to artificially  
17 inflate the value of the settlement, such as coupon settlements. Any money that is not  
18 distributed to the Class directly will go to a highly reputable non-profit, the National  
19 Consumer Law Center (“NCLC”). Class members will be eligible to receive up to three  
20 times the amount they paid for the La Pura products, depending on claims rates. Ex. 1 at  
21 section IV ¶ 4(b). The settlement administrator, Epiq Class Action and Claims Solutions, is  
22 managing the notice process. And the settlement occurred not only after mediations with  
23 neutral mediators, but after a mediator’s proposal which both sides agreed to—something  
24 that courts have held is a strong signal of a fair settlement that is not a product of any kind  
25 of self-dealing.

26 **III. SETTLEMENT ADMINISTRATION**

27 Since final approval, the settlement is in the process of being administered, and notice  
28 has been sent to class members.

1           **A. Class Notice**

2           The Settlement Administrator complied with the notice procedures set forth in the  
3 Settlement Agreement and Preliminary Approval Order. Decl. of C. Azari at ¶ 10. After  
4 receiving files produced in this litigation, and comparing those files, the Settlement  
5 Administrator created a list of 59,583 class members. “An Email Notice was sent to all  
6 identified Class Members for whom a valid email address was available, and a Postcard  
7 Notice was sent via USPS first class mail to all identified Class Members for whom an  
8 Email Notice was either unavailable or undeliverable after multiple attempts.” *Id.*

9           The Settlement Administrator also sent reminder e-mails to 50,586 identified Class  
10 Members with valid e-mail addresses, and sent this to each e-mail address if a Class Member  
11 had multiple e-mail addresses. *Id.* at ¶ 12. The e-mails followed industry best practices to  
12 avoid spam filters and undeliverable messages. *Id.* at ¶ 13-14.

13           The Settlement Administrator sent two rounds of postcard notices, one to 155  
14 individuals, and a second to 8,369 individuals as a supplemental notice or to individuals for  
15 whom the e-mails were undeliverable. *Id.* at ¶ 15. The Settlement Administrator estimates  
16 that 97.4% of the identified class members have been reached by the e-mails and postcards.  
17 *Id.* at ¶ 28.

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

19           As of November 25, 2024, there have been no objections to the settlement and no  
20 requests for exclusion, although the deadline to do so does not expire until December 23,  
21 2024. *Id.* at ¶ 26.

22           While these numbers are not final, a lack of objections weighs in favor of approval.  
23 For example, in *Klee v. Nissan N. Am., Inc.*, No. CV 12-08238 AWT (PJWx), 2015 U.S.  
24 Dist. LEXIS 88270 at \*28-29 (C.D. Cal. July 7, 2015), a total of 121 class members opted  
25 out and 14 objected out of 19,300 notices. The court found that “[d]ue to the small number  
26 of objections and opt-outs, the court finds that this factor weighs in favor of approval.” *Id.*  
27 In *Churchill Vill. v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004), the 9th Circuit approved  
28 a settlement where 45 of 90,000 class members objected and 500 class members opted out.

1 “A court may appropriately infer that a class action settlement is fair, adequate, and  
2 reasonable when few class members object to it.” *Ross v. Trex Co.*, No. 09-cv-00670-JSW,  
3 2013 U.S. Dist. LEXIS 177718 at \*12-13 (N.D. Cal. Dec. 16, 2013). *See also Khoja v.*  
4 *Orexigen Therapeutics*, No. 15-cv-00540-JLS-AGS, 2021 U.S. Dist. LEXIS 230105 at \*24-  
5 25 (S.D. Cal. Nov. 30, 2021) (“Considering the number of Notice Packets mailed to  
6 potential Class Members and the fact that zero objections have been filed, the Court finds  
7 that the reaction of the Class Members to the Settlement weighs in favor of approving the  
8 Settlement.”); *Cifuentes v. Ceva Logistics U.S., Inc.*, No. 3:16-cv-01957-H-DHB, 2017 U.S.  
9 Dist. LEXIS 176279 at \*17 (S.D. Cal. Oct. 23, 2017) (“It is established that the absence of  
10 a large number of objections to a proposed class action settlement raises a strong  
11 presumption that the terms of a proposed class settlement action are favorable to the class  
12 members.”) (quoting *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D.  
13 523, 529 (C.D. Cal. 2004)).

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

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

28 “[T]here is a strong judicial policy that favors settlements, particularly where complex

1 class action litigation is concerned.” *Briseño v. Henderson*, 998 F.3d 1014, 1031 (9th Cir.  
2 2021) (quoting *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). Plaintiff  
3 submits that on these facts, a partial settlement of the Quick Box Defendants for \$5.5 million  
4 is not only a reasonable settlement, but an excellent result for the Class that guarantees them  
5 a substantial recovery while still allowing them to pursue additional recovery through the  
6 settlement with the Konnektive Parties.

7 **A. The Strength of the Plaintiff’s Case**

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

17 While Plaintiff believes her substantive case to be very strong, there is always an  
18 inherent risk of losing. Plaintiff still has to defend class certification against a de-  
19 certification motion, survive *Daubert* motions, survive summary judgment motions, win a  
20 jury trial, and win an anticipated appeal. There are risks inherent to litigation that this  
21 settlement avoids by providing certainty and damages awards to the Class.

22 Another factor considered by the Plaintiff is that two insurance policies at issue which  
23 covered the Quick Box Defendants are wasting policies. Decl. of K. Kneupper at ¶ 32. A  
24 wasting policy decreases as the case goes on and more money is spent on the defense,  
25 meaning that less money is available from the policies for the Class to potentially recover.  
26 *Booth v. Strategic Realty Tr. Inc.*, No. 13-cv-04921-JST, 2015 U.S. Dist. LEXIS 84143 at  
27 \*22 (N.D. Cal. June 28, 2015); *see also Stott v. Capital Fin. Servs.*, 277 F.R.D. 316, 330  
28 (N.D. Tex. 2011) (“Furthermore, as noted above, the insurance policy at issue is a ‘wasting’

1 policy, and the cost of additional litigation regarding this question would be deducted from  
2 the fund itself. Thus, in addition to the delay, class members' recovery would very likely be  
3 reduced even further....”).

4 **B. The Risk, Expense, Complexity, and Likely Duration of Further**  
5 **Litigation**

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

16 As described above, there are significant risks, even if Plaintiff believes the case on  
17 the merits to be strong. Other courts have recognized that “RICO claims are complex claims  
18 that are expensive and time-consuming to litigate.” *Chan v. Brady*, No. 20-CV-06569-LHK,  
19 2021 U.S. Dist. LEXIS 153096 at \*11 (N.D. Cal. Aug. 13, 2021). There are 487 docket  
20 entries in this lawsuit already, and the Defendants have vigorously disputed the claims and  
21 can be expected to continue to do so absent settlement. It could take an additional two years  
22 (or more) to reach finality after an appeal. Expert reports were expensive, as will be pursuing  
23 the claims to trial. This factor thus weighs in favor of approval of the settlement.

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

25 On this factor, the Court considers the risk of whether a class action can be maintained  
26 as a class throughout the trial. Where a class has not yet been certified (as this class had not  
27 been when the settlement was signed), there is inherently such a risk which Plaintiff’s  
28 Counsel must consider in settling the case. *See Grimm v. Am. Eagle Airlines, Inc.*, No. LA

1 CV11-00406 JAK (MANx), 2014 U.S. Dist. LEXIS 199608 at \*25-26 (C.D. Cal. Sep. 24,  
2 2014) (“Because there is no certified class for any purpose other than the proposed  
3 Settlement and Defendant will likely oppose certification if the case proceeds, Plaintiffs  
4 necessarily risk losing class action status.”). In addition, there is inherently a risk that the  
5 jury might not find its evidence of the Class having seen the same general  
6 misrepresentations on the websites at issue as persuasive, because jury decisions can be  
7 difficult to predict. This factor therefore favors approval.

8 **D. The Amount Offered in Settlement**

9 “[I]t is well-settled law that a proposed settlement may be acceptable even though it  
10 amounts to only a fraction of the potential recovery that might be available to the class  
11 members at trial.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527  
12 (C.D. Cal. 2004). In the context of statutes with treble damages provisions, the Ninth Circuit  
13 has held that a District Court may analyze the reasonableness of the amount of a proposed  
14 settlement against either single damages, treble damages, or both. *Rodriguez v. W. Publ’g*  
15 *Corp.*, 563 F.3d 948, 964-65 (9th Cir. 2009) (“It is our impression that courts generally  
16 determine fairness of an antitrust class action settlement based on how it compensates the  
17 class for past injuries, without giving much, if any, consideration to treble damages.... We  
18 have never precluded courts from comparing the settlement amount to both single and treble  
19 damages. By the same token, we do not require them to do so in all cases.”).

20 Plaintiff’s estimate of the actual damages for a nationwide class is slightly over \$6.4  
21 million. Decl. of C. Covey at ¶ 27. Trebling of this number would lead to maximum  
22 damages of just over \$19.2 million. This is consistent with the estimates of maximum  
23 liability provided in bankruptcy by the La Pura Defendants. Decl. of K. Kneupper at ¶ 32.  
24 While there have been slight differences during negotiations in estimations of the potential  
25 damages by the Quick Box Defendants and Plaintiff, the variance was extremely small.<sup>1</sup>

26 \_\_\_\_\_  
27 <sup>1</sup> That variance was based on how to adjust for chargebacks and refunds, but because the total amount  
28 billed to the Class without any adjustment for chargebacks or refunds was \$7.63 million, Plaintiff’s  
estimate of the maximum theoretical damages is necessarily close to the actual theoretical maximum.  
Decl. of C. Covey at ¶ 27.

1 Based on the numbers estimated by Plaintiff, the settlement of \$5.5 million amounts to  
2 85.9% of the actual damages, and 28.6% of those damages if trebled.

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

15 Also significant is that unlike these other cases, this is a partial settlement which leaves  
16 the Class free to pursue its claims against the La Pura Defendants and its partial settlement  
17 with the Konnektive Parties.<sup>2</sup>

### 18 **E. The Relief Provided to the Class Is Adequate**

19 FRCP 23(e)(2)(C) requires that the relief provided in a class settlement be adequate,  
20 taking into account “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness  
21 of any proposed method of distributing relief to the class, including the method of  
22 processing class-member claims; (iii) the terms of any proposed award of attorney's fees,  
23 including timing of payment; and (iv) any agreement required to be identified under Rule  
24 23(e)(3). As to whether the relief is adequate, “[t]he amount offered in the proposed  
25 settlement agreement is generally considered to be the most important consideration of any  
26

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27 <sup>2</sup> The Settlement releases claims against the Quick Box Defendants, and the settlement is intended to  
28 have preclusive effect against the Quick Box Defendants for claims arising from the transactions or  
occurrences at issue in this suit.

1 class settlement.” *Hudson v. Libre Tech. Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 U.S. Dist.  
2 LEXIS 84576 at \*17 (S.D. Cal. May 12, 2020).

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

5 As to “the effectiveness of any proposed method of distributing relief to the class,  
6 including the method of processing class-member claims,” the key questions are whether  
7 these methods are unduly burdensome and whether they deter or defeat illegitimate claims.  
8 *Loomis v. Slendertone Distribution*, No. 19-cv-854-MMA (KSC), 2021 U.S. Dist. LEXIS  
9 44047 at \*17-18 (S.D. Cal. Mar. 8, 2021). The settlement proposes to create pre-populated  
10 claim forms based on the granular class member data available from Defendants’ databases.  
11 Ex. 1 at section V ¶ 1. The forms may be submitted via mail or via a website portal. *Id.* In  
12 *Loomis*, the Court held that “any subjective burden by a Class Member would be sufficiently  
13 mitigated by the toll-free helpline and settlement website to provide assistance.” *Loomis*,  
14 2021 U.S. Dist. LEXIS 44047 at \*17. This settlement provides for both. Ex. 1 at section VI  
15 ¶ 1(b). Epiq, the settlement administrator, has further provided a declaration describing how  
16 this claims process will be tailored to ensure that claims are easy to file. Decl. of C. Azari  
17 at ¶ 25-27, 31-32. As for illegitimate claims, because both Quick Box and Konnektive have  
18 produced spreadsheets with detailed information about the class members and their  
19 identities, it is unlikely that illegitimate claims would be successful.<sup>3</sup>

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

23 As to “any agreement required to be identified under Rule 23(e)(3),” there is no such  
24 agreement, and the terms of the executed settlement were the only agreement made by the  
25 parties in connection with this settlement proposal. Decl. of K. Kneupper at ¶ 38.

26  
27  
28 <sup>3</sup> This issue is more of a concern in class actions with no identifying records for the class, for example,  
when class members bought products in a retail store.

1           **F. The Class Representative and Class Counsel Have Adequately**  
2           **Represented the Class**

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

10           **G. The Extent of Discovery Completed and the Stage of Proceedings**

11           In considering “the extent of discovery completed and the stage of the proceedings,”  
12 courts have focused on whether “sufficient discovery has been taken or investigation  
13 completed to enable counsel and the Court to act intelligently....” *Maree v. Deutsche*  
14 *Lufthansa AG*, No. 8:20-cv-00885-SVW-MRW, 2023 U.S. Dist. LEXIS 25130 at \*25-26  
15 (C.D. Cal. Feb. 13, 2023) (quoting Herbert B. Newberg, *NEWBERG ON CLASS ACTIONS* §  
16 11.41 (4th ed. 2013)). Courts consider the extent of both formal and informal discovery as  
17 to this factor. *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459  
18 (9th Cir. 2000) (“However, ‘in the context of class action settlements, ‘formal discovery is  
19 not a necessary ticket to the bargaining table’ where the parties have sufficient information  
20 to make an informed decision about settlement.”).

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

1 This case was filed on June 12, 2020 and has been pending for more than three years.  
2 Prior to filing this lawsuit, Plaintiff’s counsel spent nearly six months investigating the  
3 specific claims in this lawsuit in detail. Decl. of K. Kneupper at ¶ 33. Plaintiff’s counsel  
4 further had been conducting an industry-wide investigation into similar allegations against  
5 other companies which lasted much longer. *Id.* Those informal investigations continued  
6 during the pendency of the lawsuit. Plaintiff’s counsel conducted informal interviews of  
7 former employees of Quick Box, LLC and associated companies. *Id.* Plaintiff’s counsel  
8 further obtained publicly available information about (1) historical aggregate shipping  
9 volume by Quick Box, along with data permitting estimates of their revenue; (2) the amount  
10 of money which a majority equity stake in Quick Box was sold for in 2019; (3) public  
11 statements about the dollar amount of loans made to Quick Box by the bank that made those  
12 loans, and (4) information about the property and assets of the individual Defendants. *Id.*

13 There have been numerous discovery issues resolved by the Court, including a lengthy  
14 hearing conducted by Magistrate Judge Leshner addressing dozens of discovery disputes.  
15 Dkt. 321, 322. The Quick Box Defendants produced more than 5,500 pages of documents.  
16 Decl. of K. Kneupper at ¶ 34. This included both (1) insurance agreements, and (2) shipping  
17 data. *Id.* The Konnektive Defendants further produced highly granular data about the sales  
18 at issue. *Id.* Ms. Tan was deposed, as well as Defendant Adèle and a former employee of  
19 Private Label Campaigns. *Id.* Kiet Lieu was deposed, and the owner of Total Health Supply  
20 TUA, Inc. was questioned under oath at a bankruptcy hearing. *Id.* Three individuals  
21 employed in the payment processing industry at Mastercard or Paysafe were also deposed,  
22 as were several Konnektive employees. *Id.*

23 In addition, Plaintiff had insight into the merits of the lawsuit both from the Court’s  
24 rulings on multiple rounds of motions to dismiss (dkt. 88, 130) and a decision from the  
25 Court on many similar issues on a class certification motion in a pending parallel lawsuit  
26 (*Sihler v. Fulfillment Lab., Inc.*, No. 20cv1528-LL-DDL, 2023 U.S. Dist. LEXIS 116306  
27 (S.D. Cal. June 23, 2023)).

28 Plaintiff’s counsel thus had more than adequate information available to assess the

1 strength of their case.

2 **H. The Proposal Was Negotiated At Arms' Length**

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

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

17 None of these signs exist here. There is nothing in the proposed agreement as to the  
18 amount that counsel will receive. Instead, that issue has been left for the Court itself to  
19 resolve via motion. *See, e.g.*, Ex. 1 at section IV ¶ 5(a); section IX. Counsel did not seek to  
20 negotiate any agreement as to their own fees **at all** in this settlement. The Ninth Circuit has  
21 held that a decision by class counsel to leave the issue of their fees to the Court via motion  
22 is a strong sign that there has been no collusion or self-dealing: “Providing further assurance  
23 that the agreement was not the product of collusion, class counsel McCuneWright did not  
24 reach an agreement with the automakers regarding the amount of attorney's fees to which  
25 they were entitled.” *Espinosa v. Ahearn (In re Hyundai & Kia Fuel Econ. Litig.)*, 926 F.3d  
26 539, 569-70 (9th Cir. 2019).

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

1 As to the third sign of self-dealing, an agreement to revert unclaimed fees to the  
2 defendants, again, there is none. Instead, class counsel negotiated a clean settlement in  
3 which unclaimed fees would be distributed to a well-respected *cy pres* recipient, the NCLC.  
4 *See* Ex. 1 at section IV ¶ 4(e); section II ¶ 17. The NCLC is a non-profit which has a history  
5 of addressing internet fraud and payment processing fraud. Decl. of R. Dubois. The NCLC  
6 has been approved as an appropriate *cy pres* recipient in various other cases. *See Smith v.*  
7 *One Nev. Credit Union*, No. 2:16-cv-02156-GMN-NJK, 2020 U.S. Dist. LEXIS 244534 at  
8 \*3-6 (D. Nev. Dec. 30, 2020); *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1261  
9 (C.D. Cal. 2016) (“Indeed, courts have repeatedly found the NCLC to have the requisite  
10 nexus with consumer classes for qualification as a *cy pres* recipient.”); *Feist v. Petco Animal*  
11 *Supplies, Inc.*, No. 3:16-cv-01369-H-MSB, 2018 U.S. Dist. LEXIS 197186 at \*17-18 (S.D.  
12 Cal. Nov. 16, 2018) Counsel for Plaintiffs have no connection personally or professionally  
13 to the NCLC and their only relationship has been purchasing and utilizing highly valuable  
14 practice guides the NCLC has created on consumer law, including in this lawsuit. Decl. of  
15 K. Kneupper at ¶ 35.

16 Not only are there no signs of self-dealing, but there are many signs to the contrary.  
17 The settlement was negotiated only after an initial Early Neutral Evaluation before  
18 Magistrate Judge Butcher, dkt. 174, as well as two subsequent mediations before two  
19 separate neutral mediators, former Magistrate Judge Leonidas Papas and Jill Sperber, Esq.  
20 Decl. of K. Kneupper at ¶ 36. Both are highly accomplished mediators who assisted in  
21 negotiating the agreement between the parties. *Id. See Bluetooth*, 654 F.3d at 948 (holding  
22 that the “presence of a neutral mediator,” while not dispositive, is “a factor weighing in  
23 favor of a finding of non-collusiveness”). Further supporting non-collusiveness is that the  
24 settlement amount here was determined after a mediator’s proposal made by Mrs. Sperber.  
25 Decl. of K. Kneupper at ¶ 36. *See Barragan v. Populus Fin. Grp., Inc.*, No. 2:21-cv-08021-  
26 SB-MRW, 2023 U.S. Dist. LEXIS 27605 at \*9 (C.D. Cal. Feb. 10, 2023) (“The settlement  
27 was reached after mediation and only after the parties received a mediator's proposal, which  
28 suggests that it was the product of informed, arm's-length negotiations.”).

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

6 **I. The Experience and Views of Counsel**

7 “Great weight is accorded to the recommendation of counsel, who are most closely  
8 acquainted with the facts of the underlying litigation. This is because parties represented by  
9 competent counsel are better positioned than courts to produce a settlement that fairly  
10 reflects each party's expected outcome in the litigation.” *Lloyd v. Navy Fed. Credit Union*,  
11 No. 17-cv-1280-BAS-RBB, 2019 U.S. Dist. LEXIS 89246 at \*33 (S.D. Cal. May 28, 2019)  
12 (quoting *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal.  
13 2004)).

14 Counsel for Plaintiff in this case are highly experienced in complex litigation. *See* Decl.  
15 of K. Kneupper at ¶¶ 1-29; Decl. of C. Covey at ¶ 1-22. Counsel are further highly  
16 experienced in consumer law cases, and the law firm of Kneupper & Covey currently  
17 maintains a docket of over 350 active individual consumer law cases in either arbitration or  
18 litigation. Decl. of K. Kneupper at ¶ 29. The law firm settled or recovered judgments in over  
19 200 individual consumer law cases in 2023, and counsel are regularly involved in numerous  
20 mediations or settlement discussions. *Id.* at ¶ 30. In 2023, these individually settled or  
21 recovered cases by Kneupper & Covey amounted to more than \$2.5 million. *Id.*

22 Based on their experience, Counsel for Plaintiff believe this is a highly favorable  
23 settlement for the Class. Partly this is because the amount of \$5.5 million is 85.9% of the  
24 actual damages, and 28.6% percent of those damages if trebled. Weighed against the risks  
25 of an unfavorable litigation outcome and the time and expense needed to try for a higher  
26 damages award before a jury, Counsel believes they have obtained an extremely favorable  
27 outcome for the Class, even if this was all that is ever recovered.

28 But another issue that was significant to Counsel’s decision was that this is only a

1 **partial** settlement against one group of Defendants. The Class continues to have claims  
2 against both (1) the Konnektive Defendants, and (2) claims against the La Pura shell  
3 companies which may be collectible through an alter ego action. A settlement that “offers  
4 an immediate and certain award for a large number of potential class members” creates  
5 “much less risk of anyone who may have actually been injured going away empty-handed.”  
6 *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2007). By settling for  
7 almost all of the actual damages, the Class is guaranteed an immediate, highly significant  
8 recovery while retaining the ability to try to recover more money it is entitled to from the  
9 other Defendants.

#### 10 **J. The Remaining Factors**

11 As to the presence of a governmental participant, “[n]o government entity participated  
12 in this case. Under these circumstances, this factor is neutral.” *Klee*, 2015 U.S. Dist. LEXIS  
13 88270 at \*28. With respect to the reaction of the class members to the proposed settlement,  
14 as discussed above, there have to date been zero objections and zero requests for exclusion.  
15 While the claims process is ongoing, and the deadline has not passed for objection or  
16 exclusion, at this time the response is highly positive and suggests a presumption of  
17 adequacy of the settlement. *See* Decl. of C. Azari.

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

24 While Plaintiff has separately sought an incentive award in line with 9th Circuit  
25 authority, *see* Ex. 1 at section IX(2), the amount was not negotiated as part of the settlement  
26 and the Court will ultimately determine whether such an award is proper, and if so, the  
27 amount. Such incentive awards do not constitute inequitable treatment of class members.  
28 *Preston v. Porch.Com, Inc.*, No. 21-CV-168 JLS (BLM), 2022 U.S. Dist. LEXIS 75256 at

1 \*19 (S.D. Cal. Apr. 25, 2022).

2 **V. CONCLUSION**

3 Plaintiff respectfully requests that the Court should grant final approval after  
4 consideration at the hearing.

5  
6 DATED: December 2, 2024

**KNEUPPER & COVEY, PC**

7 /s/Kevin M. Kneupper

8 Kevin M. Kneupper, Esq.

9 *Attorneys for Plaintiff LeAnne Tan*  
10 *and the putative Class*

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**KNEUPPER & COVEY, PC**  
Kevin Kneupper, Esq. (CA SBN 325413)  
kevin@kneuppercovey.com  
A. Cyclone Covey, Esq. (CA SBN 335957)  
cyclone@kneuppercovey.com  
17011 Beach Blvd., Suite 900  
Huntington Beach, CA 92647  
Tel: (512) 420-8407

*Attorneys for Plaintiff LeAnne Tan  
and the putative Class*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

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

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

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

**Date:** December 4, 2023  
**Time:** \*  
**Ctrm:** 2B  
**Judge:** Hon. Linda Lopez

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

Complaint Filed: June 12, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 29. At any given time, Kneupper & Covey represents more than 350 clients in  
26 active matters in consumer law cases. Our firm currently employs five full-time attorneys  
27 (other than Mr. Covey and myself). We employ another part time attorney who primarily  
28 handles intake matters. The other attorneys working full-time at our firm have excellent

1 academic records at top-ranked schools such as Stanford Law School (ranked 2<sup>nd</sup> best law  
2 school nationally), Yale Law School (ranked best law school nationally), and Emory  
3 University School of Law (ranked 30<sup>th</sup> best law school nationally), and they come to work  
4 for us for the opportunity to help make socially impactful change using the legal system.  
5 Our firm has adequate resources and staff to pursue this class action and to take it to a jury  
6 trial if necessary.

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

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

1 borrowed from a lender which issued a press release, and public statements about a sale of  
2 a majority equity stake in Quick Box, LLC in 2019 and the amount that was paid. We also  
3 conducted investigation into the assets of the individual Defendants.

4 32. This case involved a lengthy pre-suit investigation of more than six months.  
5 The length of time was due to discovering initial Defendants and substantial additional  
6 materials about those Defendants, including the Quick Box Defendants. We discovered the  
7 Quick Box Defendants initially because of their address as the return address, then later  
8 discovered the Konnektive Defendants' existence and involvement in late February or early  
9 March 2020 from references in the source code, and finally identified the La Pura  
10 Defendants. Our investigation continued as the suit progressed, and we have informally  
11 obtained a number of materials that we believe allow us to make an informed decision  
12 about the value of the case in conjunction with discovery. These include archived websites  
13 and informal interviews with former employees of Quick Box and Private Label  
14 Campaigns. While the case-specific investigation here began in January 2020, I had been  
15 informally investigating the affiliate marketing industry and the "free trial scam" generally  
16 for almost a year prior to that.

17 33. The Quick Box Defendants have produced more than 5,500 pages of  
18 documents in this lawsuit. These included insurance agreements and shipping data. The  
19 Konnektive Defendants further produced highly granular data about the sales at issue. Ms.  
20 Tan was deposed, as well as Defendant Adele and a former employee of Private Label  
21 Campaigns. Kiet Lieu was deposed, and the owner of Total Health Supply TUA, Inc. was  
22 questioned under oath at a bankruptcy hearing. Three individuals employed in the payment  
23 processing industry at Mastercard or Paysafe were also deposed, as were several  
24 Konnektive employees.

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

1 held the week of October 23, 2023 (after this settlement had already been negotiated).

2 35. This settlement occurred after an ENE and two separate mediation efforts by  
3 former Magistrate Judge Leonidas Papas and Jill Sperber. Judge Papas’s resume and  
4 background is available at <https://www.judicategwest.com/adr/leo-papas>. Mrs. Sperber’s  
5 resume and background is available at <https://www.judicategwest.com/adr/jill-sperber>. We  
6 consider both mediators to be highly accomplished and to have contributed heavily to the  
7 parties’ ability to settle these claims. The settlement occurred after a mediator’s proposal  
8 by Mrs. Sperber.

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

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

27 38. Attached as **Exhibit 1** is a true and correct copy of the fully executed  
28 Agreement of Partial Settlement, signed by Plaintiff on behalf of herself and the Class

1 Members, and Defendants Quick Box LLC, Stephen Adelé, Chad Biggins, and James  
2 Martell (collectively, the “Parties”).

3 //

4

5 //

6 I declare and state under penalty of perjury pursuant to the laws of the State of  
7 California that the foregoing is true and correct, and that this Declaration was executed this  
8 2nd day of December, 2024 in Huntington Beach, California.

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Kevin M. Kneupper, Esq.  
Declarant

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**KNEUPPER & COVEY, PC**  
Kevin Kneupper, Esq. (CA SBN 325413)  
kevin@kneuppercovey.com  
A. Cyclone Covey, Esq. (CA SBN 335957)  
cyclone@kneuppercovey.com  
A. Lorraine Weekes, Esq. (CA SBN 332369)  
lorraine@kneuppercovey.com  
17011 Beach Blvd., Suite 900  
Huntington Beach, CA 92647  
Tel: (512) 420-8407

*Attorneys for Plaintiff LeAnne Tan,  
and the putative Class*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

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

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

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

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

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

Complaint Filed: June 12, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 19. I have represented a number of different consumers in individual arbitrations  
19 as well. For example, I have represented several elderly consumers who were sold solar  
20 panel systems via deceptive and fraudulent means as part of schemes to impose liens on  
21 their homes to collect money whenever they passed. I have represented a number of  
22 consumers in EFTA/TILA claims where banks have failed to reverse fraudulent  
23 transactions on their accounts. Among these claims, I represented an individual who lost  
24 his business and became homeless living in a truck along with his four-year old daughter  
25 and obtained a satisfactory settlement.

26 20. I have also represented numerous individual consumers in state court, federal  
27 court, and small claims court in both Georgia and California. For example, I represented  
28 and obtained a satisfactory settlement for a consumer whose house was sold at a tax auction

1 when a financing company failed to pay taxes they were obligated to as part of a fraudulent  
2 scheme. I have represented consumers in multiple breach of warranty claims. I helped a  
3 consumer who had been without an air conditioner for more than a year (suffering through  
4 the Georgia summers) to recover compensation and to fix her home's air conditioning  
5 system. I helped a consumer recover compensation for serious injuries to her family's pet  
6 dog from a consumer product. I have represented and obtained a satisfactory settlement for  
7 an elderly consumer who transferred a large portion of his life savings via wire transfer to  
8 a scammer overseas and whose bank did nothing to stop it despite multiple red flags.

9 21. My efforts to represent consumers have received media attention. For  
10 example, I was featured on Action 9 News, a local television in Charlotte, North Carolina  
11 to discuss our efforts to get the titles for consumers who had purchased cars from Vroom.  
12 Jason Stugenke, *'A rat race': Driver blames Vroom for license plate issues*, WSOC-TV  
13 (June 2, 2022), available at [https://www.wsoc.tv/news/local/rat-race-driver-blames-](https://www.wsoc.tv/news/local/rat-race-driver-blames-vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/)  
14 [vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/](https://www.wsoc.tv/news/local/rat-race-driver-blames-vroom-license-plate-issues/JUUZNBEL5HDNHQ3QAPTYU4FE4/). I was also featured  
15 on ABC News Atlanta in a case in which I obtained a settlement as well as a \$52,000  
16 contempt of court fine against an apartment complex which had constructively evicted my  
17 clients. Justin Gray, *Brother, sister win lawsuit against metro Atlanta landlord accused of*  
18 *damaging their credit*, WSB-TV (September 12, 2022), available at  
19 [https://www.wsbtv.com/news/local/fulton-county/brother-sister-win-lawsuit-against-](https://www.wsbtv.com/news/local/fulton-county/brother-sister-win-lawsuit-against-metro-atlanta-landlord-accused-damaging-their-credit/4RGRQCHOMRFP5PXBZTKVUHPQ54/)  
20 [metro-atlanta-landlord-accused-damaging-their-](https://www.wsbtv.com/news/local/fulton-county/brother-sister-win-lawsuit-against-metro-atlanta-landlord-accused-damaging-their-credit/4RGRQCHOMRFP5PXBZTKVUHPQ54/)  
21 [credit/4RGRQCHOMRFP5PXBZTKVUHPQ54/](https://www.wsbtv.com/news/local/fulton-county/brother-sister-win-lawsuit-against-metro-atlanta-landlord-accused-damaging-their-credit/4RGRQCHOMRFP5PXBZTKVUHPQ54/).

22 22. At any given time, Kneupper & Covey represents more than 350 clients in  
23 active matters in consumer law cases. Our firm currently employs five full-time litigating  
24 attorneys (other than Mr. Kneupper and myself). We employ another part time attorney  
25 who primarily handles intake matters. Mr. Kneupper and I as well as one of these other  
26 full-time attorneys are barred in California. The other attorneys working full-time at our  
27 firm have excellent academic records at top-ranked schools such as Stanford Law School  
28 (ranked 2<sup>nd</sup> best law school nationally), Yale Law School (ranked top law school

1 nationally), and Emory University School of Law (ranked 30<sup>th</sup> best law school nationally),  
2 and they come to work for us for the opportunity to help make socially impactful change  
3 using the legal system.

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

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

12 25. I have extensive experience with SQL. I took a SQL class while earning my  
13 computer science degree at Wake Forest and I then obtained a MS SQL certification from  
14 the Learning Tree continuing education classes in the early 2000's. I used SQL extensively  
15 to analyze tens of thousands of transactions during my time at Verastar and I continue to  
16 monitor and use SQL databases today, including a SQL database that TriStar Recycling &  
17 Metals uses for its day-to-day operations. Our law firm, Kneupper & Covey also uses a  
18 SQL database for some of its internal processes.

19 26. The Konnektive dataset I used contains many columns. One column is  
20 labelled "Refunded" and another is labelled "ChargedBack". The "Refunded" and  
21 "ChargedBack" appear to indicate when an initial charge was reversed either via a refund  
22 or chargeback. For all rows in the dataset, the "ChargedBack" and "Refunded" columns  
23 contained either a 0 (zero) or 1 (one). In programming "one" indicates "true" and "zero"  
24 indicates "false." Based on this convention it appears that any row with a "one" in the  
25 "Refunded" column means that the charge on that row was refunded. The same logic  
26 applies to the "ChargedBack" column: a "one" indicates the transaction was charged back.  
27 Another column is labelled "Amount", which are floating point (decimal) numbers. There  
28 are no negative numbers in the "Amount" field.



1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF CALIFORNIA

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

6 Plaintiff,

7 v.

8 QUICK BOX, LLC, *et al.*,

9 Defendants

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

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

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

Complaint filed: June 12, 2020

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

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

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

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

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

21 **OVERVIEW**

22 5. This declaration describes the successful implementation of the Class Notice  
23 Program for the Settlement in *Tan v. Quick Box, LLC*, Case No. 3:20-cv-01082 in the in the United  
24 States District Court Southern District of California. I previously executed my *Declaration of*  
25 *Cameron R. Azari, Esq. on Class Notice Program* (“Notice Plan Declaration”) on October 27,  
26 2024, which described the Notice Program, detailed Hilsoft’s class action notice experience, and  
27  
28

1 attached Hilsoft’s *curriculum vitae*. I also provided my educational and professional experience  
2 relating to class actions and my ability to render opinions on overall adequacy of notice programs.

3 **NOTICE PLANNING METHODOLOGY**

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

9 7. The Class Notice Program as designed and implemented reached the greatest  
10 practicable number of Class Members. The Class Notice Program’s individual notice efforts  
11 reached approximately 97.4% of the identified Class Members sent Direct Notice. A Settlement  
12 Website further enhanced the reach. In my experience, the reach of the Class Notice Program was  
13 consistent with other court-approved notice programs, and the Class Notice Program satisfied the  
14 requirements of due process, including its “desire to actually inform” requirement.<sup>2</sup> In my  
15 opinion, the Class Notice Program reached the greatest practicable number of Class Members.

16 **CAFA NOTICE**

17 8. On November 10, 2023, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”).  
18 The CAFA Notice was mailed via United States Postal Service (“USPS”) Certified Mail to 55  
19 officials (the Attorneys General of 49 states, the District of Columbia, and the United States

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

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

1 Territories). Per the direction of the Office of the Nevada Attorney General, the CAFA Notice  
2 was sent to the Nevada Attorney General electronically via email. The CAFA Notice was also  
3 sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details  
4 regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on*  
5 *Implementation of CAFA Notice*, dated November 10, 2023, which is included as **Attachment 1**.

6 **CLASS NOTICE PROGRAM DETAIL**

7 9. On September 9, 2024, the Court approved the Class Notice Program and appointed  
8 Epiq as the Settlement Administrator in the *Order Granting Motion for Preliminary Approval of*  
9 *Class Action Settlement [ECF Nos. 350,398] and Denying Motion to Seal as Moot [ECF No. 351]*  
10 (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and  
11 certified, for settlement purposes, the following “Settlement Class”:

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

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

26 **CLASS NOTICE PROGRAM**

27 ***Individual Notice***

28 10. On September 19, 2024, Epiq received one data file with 83,281 records for  
29 identified Class Members, including email and physical address data, if available, and transactional  
30 data regarding products purchased (“Initial Class Member Data”). Subsequently, on October 21,  
31 2024, Epiq received a supplemental data file with 212,429 additional records for identified Class  
32 Members (“Supplemental Class Member Data”). Epiq deduplicated and rolled-up the records for

1 unique Class Member records with multiple transaction data records for products purchased and  
2 loaded the unique, identified Class Member records into its database. These efforts resulted in  
3 59,583 unique, identified Class Member records. An Email Notice was sent to all identified Class  
4 Members for whom a valid email address was available, and a Postcard Notice was sent via USPS  
5 first class mail to all identified Class Members for whom an Email Notice was either unavailable  
6 or undeliverable after multiple attempts.

7 ***Individual Notice - Email***

8 11. On October 24, 2024, Epiq sent 50,586 Email Notices to all identified Class  
9 Members for whom a valid email address was available in the Initial Class Member Data (some  
10 identified Class Members had multiple email addresses and were sent an Email Notice to each  
11 email address). Subsequently, on November 7, 2024, Epiq sent an additional 9,347 Email Notices  
12 to all identified Class Members for whom a valid email address was available in the Supplemental  
13 Class Member Data who were not included in the Initial Class Member Data.

14 12. Epiq sent an updated Email Notice to the Initial Group. On November 7, 2024,  
15 Epiq also sent 50,586 Reminder Email Notice to all identified Class Members in the Initial Class  
16 Member Data (some identified Class Members had multiple email addresses and were sent a  
17 Reminder Email Notice to each email address).

18 13. The following industry standard best practices were followed for the Email Notice  
19 efforts. The Email Notices were drafted in such a way that the subject line, the sender, and the  
20 body of the message overcame SPAM filters and ensured readership to the fullest extent  
21 reasonably practicable. For instance, the Email Notices used an embedded html text format. This  
22 format provided easy-to-read text without graphics, tables, images and other elements that in our  
23 experience would have increased the likelihood that the message would have been blocked by  
24 Internet Service Providers (ISPs) and/or SPAM filters for this type of communication. The Email  
25 Notices were sent from an IP address known to major email providers as one not used to send bulk  
26 “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the  
27 header and content of the Email Notice, which allowed ISPs to programmatically authenticate that

1 the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted  
2 with a unique message identifier. The Email Notices included an embedded link to the Settlement  
3 Website. By clicking the link, recipients were able to easily file an online claim, download a paper  
4 claim form, and access the Long-form Class Notice, Settlement Agreement, and other information  
5 about the Settlement. The Email Notice is included as **Attachment 2**. The Reminder Email Notice  
6 is included as **Attachment 3**.

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

12 ***Individual Notice - Direct Mail***

13 15. On October 24, 2024, Epiq sent 155 Postcard Notices to all identified Class  
14 Members in the Initial Class Member Data for whom an Email Notice was either unavailable or  
15 undeliverable. Subsequently, commencing on November 5, 2024, Epiq sent 8,369 Postcard  
16 Notices to the Supplemental Class Member Data and to all identified Class Members for whom an  
17 Email Notice was undeliverable after multiple attempts. The Postcard Notice was sent via USPS  
18 first class mail. The Postcard Notice clearly and concisely summarized the case and the legal  
19 rights of the Class Members. The Postcard Notice also directed the recipients to the Settlement  
20 Website where they could easily file an online claim, download a paper claim form, and access the  
21 Long-form Class Notice, Settlement Agreement, and other information about the Settlement. The  
22 Postcard Notice is included as **Attachment 4**.

23 16. Prior to sending the Postcard Notices, all mailing addresses were checked against  
24 the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class  
25 Member address information was up-to-date and accurately formatted for mailing.<sup>3</sup> In addition,

26 \_\_\_\_\_  
27 <sup>3</sup> The NCOA database is maintained by the USPS and consists of approximately 160 million  
28 permanent change-of-address (“COA”) records consisting of names and addresses of individuals,

1 the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the  
2 quality of the zip code, and was verified through Delivery Point Validation (“DPV”) to verify the  
3 accuracy of the addresses. This address updating process is standard for the industry and for the  
4 majority of promotional mailings that occur today.

5 17. The return address on the Postcard Notices is a post office box that Epiq maintains  
6 for this Action. The USPS automatically forwards Postcard Notices with an available forwarding  
7 address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable  
8 are re-mailed to any new address available through USPS information, (for example, to the address  
9 provided by the USPS on returned mail pieces for which the automatic forwarding order has expired,  
10 but is still within the time period in which the USPS returns the piece with the address indicated),  
11 and to better addresses that are found using a third-party lookup service. Upon successfully locating  
12 better addresses, Postcard Notices are promptly remailed.

13 18. Additionally, a Long-form Class Notice is mailed to all persons who request one  
14 via the toll-free telephone number or other means. As of November 25, 2024, Epiq has mailed 21  
15 Long-form Class Notices as a result of such requests.

16 ***Notice Results***

17 19. As of November 25, 2024, an Email Notice and/or Postcard Notice was delivered  
18 to 58,059 of the 59,583 unique, identified Class Members. This means the individual notice efforts  
19 reached approximately 97.4% of the identified Class Members.

20 ***Claim Filing & Distribution Options***

21 20. The Settlement provided Class Members the option of filing a Claim Form online  
22 or submitting a Claim Form by mail. The Notices contained a detailed summary of the relevant  
23 information about the Settlement, including the Settlement Website address and how Class  
24 \_\_\_\_\_  
25 families, and businesses who have filed a change-of-address with the Postal Service™. The  
26 address information is maintained on the database for 48 months and reduces undeliverable mail  
27 by providing the most current address information, including standardized and delivery point  
28 coded addresses, for matches made to the NCOA file for individual, family, and business moves.

1 Members can file a Claim Form online or by mail. The Email Notice included a link to the claim  
2 filing portal on the Settlement Website, where Class Members can file an online Claim Form.

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

5 22. The deadline for Class Members to file a Claim Form is February 5, 2025. As of  
6 November 25, 2024, Epiq has received 473 Claim Forms (473 online and zero paper). Since the  
7 February 5, 2025, claim filing deadline has not yet passed, these numbers are preliminary. By the  
8 deadline, I expect additional Claim Forms will be filed by Class Members. As standard practice,  
9 Epiq is in the process of conducting a complete review and audit of all Claim Forms received.  
10 There is a likelihood that after detailed review, the total number of Claim Forms received will  
11 change due to duplicate and denied Claim Forms.

12 ***Settlement Website***

13 23. On October 23, 2024, Epiq established a dedicated website for the Settlement with  
14 an easy to remember domain name ([www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com)). The Settlement  
15 Website contains relevant documents and information including: (i) the dates and locations of  
16 relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free telephone  
17 number applicable to the Settlement; (iii) documents, including the Claim Form, Settlement  
18 Agreement, Long-form Class Notice, Court Orders regarding this Settlement, and other relevant  
19 Court documents, including the Motion for Approval of Attorneys' Fees and Costs (once  
20 available); and (iv) that Class Members may elect to receive their payment digitally or via paper  
21 check. The Settlement Website allows Class Members to easily file their Claim Form online. In  
22 addition, the Settlement Website includes answers to frequently asked questions ("FAQs"),  
23 instructions for how Class Members may opt-out (request exclusion) from or object to the  
24 Settlement, contact information for the Settlement Administrator, and how to obtain other case-  
25 related information. The Settlement Website address was prominently displayed in all notice  
26 documents. As of November 25, 2024, there have been 1,227 unique visitor sessions to the  
27

1 Settlement Website, and 4,226 web pages have been presented. The Long-form Class Notice is  
2 included as **Attachment 5**.

3 ***Toll-Free Telephone Number***

4 24. On October 23, 2024, Epiq established a toll-free telephone number (1-877-658-  
5 0293) to allow Class Members to call for additional information. Callers can hear an introductory  
6 message, have the option to learn more about the Settlement in the form of recorded answers to  
7 FAQs, and request that a Long-form Class Notice be mailed to them. The automated telephone  
8 system is available 24 hours per day, 7 days per week. The toll-free telephone number was  
9 prominently displayed in all notice documents. As of November 25, 2024, there have been 105  
10 calls to the toll-free telephone number representing 244 minutes of use.

11 25. A postal mailing address for the Settlement Administrator was established and  
12 continues to be available, allowing Class Members the opportunity to request additional  
13 information or ask questions.

14 ***Requests for Exclusion and Objection***

15 26. The deadline to request exclusion from the Settlement or to object to the Settlement  
16 is December 23, 2024. As of November 25, 2024, Epiq has not received any requests for exclusion.  
17 As of November 25, 2024, Epiq is aware of no objections to the Settlement.

18 **CONCLUSION**

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

26 28. The Class Notice Program included individual notice to the identified Class  
27 Members. With the address updating protocols that were used, the Notice Program individual  
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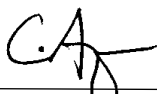
1 notice efforts reached approximately 97.4% of the identified Class Members. A Settlement  
2 Website further enhanced the reach.

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

9 30. The Class Notice Program provided the best notice practicable under the  
10 circumstances of this case, and conformed to all aspects of Federal Rules of Civil Procedure, Rule  
11 23 regarding notice, comported with the guidance for effective notice articulated in the *Manual*  
12 *for Complex Litigation* 4<sup>th</sup> Ed. and FJC guidance, and exceeded the requirements of due process,  
13 including its “desire to actually inform” requirement.

14 31. The Class Notice Program schedule afforded enough time to provide full and proper  
15 notice to Class Members before the Opt-Out Date and Objection Date deadlines.

16 I declare under penalty of perjury that the foregoing is true and correct. Executed  
17 December 2, 2024.

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19 \_\_\_\_\_  
Cameron R. Azari, Esq.

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

# Attachment 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

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

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

Plaintiff,

v.

QUICK BOX, LLC, *et al.*,

Defendants

**DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE**

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, unbiased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 400 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

**CAFA NOTICE IMPLEMENTATION**

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5. At the direction of counsel for Defendants Quick Box LLC, Stephen Adelé, Chad Biggins, and James Martell, 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).<sup>1</sup>

7. On November 10, 2023, Epiq sent 57 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Certified Mail to 55 officials (the Attorneys General of 49 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

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<sup>1</sup> CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

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- Class Action Complaint (filed June 12, 2020); and
- First Amended Class Action Complaint (filed January 7, 2021).

b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members and Forms of Notice:**

- Request for Exclusion Form (*Exhibit 4 to the Agreement of Partial Settlement*);
- Long Form Notice (*Exhibit 5 to the Agreement of Partial Settlement*);
- Email Notice (*Exhibit 6 to the Agreement of Partial Settlement*);
- Postcard Notice (*Exhibit 7 to the Agreement of Partial Settlement*); and
- Pre-Populated Claim Form (*Exhibit 8 to the Agreement of Partial Settlement*).

c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:

- Agreement of Partial Settlement;
  - [Proposed] Order Granting Preliminary Approval of Class Action Settlement (*Exhibit 1 to the Agreement of Partial Settlement*);
  - [Proposed] Order Granting Final Approval of Class Action Settlement (*Exhibit 2 to the Agreement of Partial Settlement*);
  - [Proposed] Final Judgment (*Exhibit 3 to the Agreement of Partial Settlement*); and
- Civil Docket for Case #: 3:20-cv-01082-LL-DDL.

d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Analysis of potential Class Members was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 10, 2023.



Kyle S. Bingham

# **Attachment 1**

CAFA Notice Service List  
15 of 36  
USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Brian Schwab	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A. Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	American Samoa Gov't Exec Ofc Bldg Utulei	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	Administrative Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Ariel M. Smith	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

CAFA Notice Service List

Email

Company	Contact Format	State
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV

CAFA Notice Service List

17 of 30

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

# **Attachment 2**

**CAFA NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

November 10, 2023

**VIA UPS OR USPS CERTIFIED MAIL**

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants Quick Box LLC, Stephen Adelé, Chad Biggins, and James Martell relating to the proposed partial settlement of a class action lawsuit.

- **Case:** *Tan v. Quick Box, LLC, et al.*, Case No. 3:20-cv-01082-LL-DDL.
- **Court:** United States District Court for Southern District of California.
- **Defendants:** Quick Box LLC, Stephen Adelé, Chad Biggins, and James Martell.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
  1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
    - Class Action Complaint (filed June 12, 2020); and
    - First Amended Class Action Complaint (filed January 7, 2021).
  2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has not scheduled a preliminary approval hearing or a final approval hearing or any other judicial hearing concerning the settlement agreement at this time.
  3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members and Forms of Notice:** The notices describe, among other things, the claim submission process and the Class Members’ rights to object or exclude themselves from the Class.
    - Request for Exclusion Form (*Exhibit 4 to the Agreement of Partial Settlement*);
    - Long Form Notice (*Exhibit 5 to the Agreement of Partial Settlement*);
    - Email Notice (*Exhibit 6 to the Agreement of Partial Settlement*);
    - Postcard Notice (*Exhibit 7 to the Agreement of Partial Settlement*); and
    - Pre-Populated Claim Form (*Exhibit 8 to the Agreement of Partial Settlement*).

**CAFA NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
  - Agreement of Partial Settlement;
    - [Proposed] Order Granting Preliminary Approval of Class Action Settlement (*Exhibit 1 to the Agreement of Partial Settlement*);
    - [Proposed] Order Granting Final Approval of Class Action Settlement (*Exhibit 2 to the Agreement of Partial Settlement*);
    - [Proposed] Final Judgment (*Exhibit 3 to the Agreement of Partial Settlement*); and
  - Civil Docket for Case #: 3:20-cv-01082-LL-DDL.
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Analysis of potential Class Members is included on the enclosed CD. The Settlement Class is defined as: All consumers in the United States who, during the Class Period, were billed for products sold, shipped, or caused to be sold or shipped by any of the Defendants under the La Pura, La’Pura, La’ Pura or LaPura or any similar brand name, including any La Pura Product marketed or otherwise promoted by Rocket Management Group. Excluded from the Settlement Class are: (i) jurists and mediators who are or have presided over the Action, Plaintiff’s Counsel and Defendants’ Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) The 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.
8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

# Attachment 2

From: [Tan v. Quick Box Settlement Administrator](#)  
To: [REDACTED]

### 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 February 5, 2025.**

UniqueID: [REDACTED]  
PIN: [REDACTED]

You are receiving this email because purchase records indicate you purchased one or more **La Pura Products** from June 20, 2016 to September 9, 2024. If so, you may be a "Class Member" and entitled to receive a Monetary Payment from a class action settlement. In *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL-DDL (S.D. Cal.), the Court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The Settling Defendants in the lawsuit deny these claims.

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

**What can I get?** There is a \$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 that Class Members can receive via the Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form for a Monetary Payment. Claim Forms can be submitted online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or by mail. The deadline to submit a Claim Form is **February 5, 2025**.

**What are my other options?** If you don't want any benefits or to be legally bound by the Settlement, you must submit an Exclusion Request by mail or online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) by **December 23, 2024**. You may also write to the Court if you wish to object to the Settlement by **December 23, 2024**. 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 January 6, 2025 at 2:00 P.M. PST. At that hearing, the Court will consider whether to approve the Settlement and whether to approve requested attorneys' fees of up to 1/3 of the Settlement Fund (\$1,833,333.33), reimbursement of expenses incurred through the date of the Settlement (\$84,040.37), additional expenses incurred related to this notice and the administration of payment of the award (which will be disclosed in the motion for attorney's fees and costs, but are currently estimated at \$124,456) and requested Class Representative's service award (up to \$6,000), all of which will come from the Settlement Fund. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Kneupper & Covey PC to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

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

Click [here](#) to unsubscribe.

# Attachment 3

From: [Tan v. Quick Box Settlement Administrator](#)  
To: [REDACTED]

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**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 February 5, 2025.**

UniqueID: [REDACTED]  
PIN: [REDACTED]

You received an email on October 24, 2024 notifying you that you may be a “Class Member” and entitled to receive a Monetary Payment from a class action settlement because purchase records indicate you purchased one or more **La Pura Products** from June 20, 2016 to September 9, 2024.

In *Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL-DDL (S.D. Cal.), the Court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The Settling Defendants in the lawsuit deny these claims.

**You are receiving this email to inform you that Claim Forms can now be submitted online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com). You must submit a Pre-Populated Claim Form for a Monetary Payment. The deadline to submit a Claim Form is **February 5, 2025**.**

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

AK716 v.01

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

# Attachment 4

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

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**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 February 5, 2025.**

Unique ID: [REDACTED]

PIN: [REDACTED]

[REDACTED]

You are receiving this because purchase records indicate you purchased one or more La Pura Products from June 20, 2016 to September 9, 2024. If so, you may be a "Class Member" and entitled to receive a Monetary Payment from a class action settlement. In *Tan v. Quick Box, LLC*, No. 3:20-cv-01082 (S.D. Cal.), the Court preliminarily approved the Settlement of a class action lawsuit involving claims that La Pura Products were falsely marketed. The Settling Defendants in the lawsuit deny these claims.

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

**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 that Class Members can receive via the Settlement Agreement.

**How do I get a cash payment?** You must submit a Pre-Populated Claim Form for a Monetary Payment. Claim Forms can be submitted online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or by mail. The deadline to submit a Claim Form is **February 5, 2025**.

**What are my other options?** If you don't want any benefits or to be legally bound by the Settlement, you must submit an Exclusion Request by mail or online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) by **December 23, 2024**. You may also write to the Court if you wish to object to the Settlement by **December 23, 2024**. If you exclude yourself, then you cannot receive any benefits, but you will 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 January 6, 2025 at 2:00 P.M. PST. At that hearing, the Court will consider whether to approve the Settlement and whether to approve requested attorneys' fees of up to 1/3 of the Settlement Fund (\$1,833,333.33), reimbursement of expenses incurred through the date of the Settlement (\$84,040.37), additional expenses incurred related to this notice and the administration of payment of the award (which will be disclosed in the motion for attorney's fees and costs, but are currently estimated at \$124,456) and requested Class Representative's service award (up to \$6,000), all of which will come from the Settlement Fund. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Kneupper & Covey PC to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or call 1-877-658-0293. AK6142 v.01

# Attachment 5

**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 September 9, 2024. 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>February 5, 2025</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>December 23, 2024</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>December 23, 2024</b>
<b>Attend A Hearing</b>	Ask to speak to the Court about the fairness of the Settlement.	<b>January 6, 2025</b> Deadline to file a Notice of Appearance: <b>December 30, 2024</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 1-877-658-0293, or Visit [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com)**

**WHAT THIS NOTICE CONTAINS**

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

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- 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 5**

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

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

**YOUR RIGHTS - APPEARING AT THE FINAL APPROVAL HEARING.....PAGE 6**

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

**YOUR RIGHTS - DO NOTHING .....PAGE 7**

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

**GETTING MORE INFORMATION.....PAGE 7**

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

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

## BASIC INFORMATION

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

If you were billed for La Pura Products between June 20, 2016 and September 9, 2024, you are a member of a Settlement Class.

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

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

### 2. What is this lawsuit about?

This lawsuit is about whether La Pura Products were marketed in a false or misleading way. "La Pura Products" is a defined term under the Settlement Agreement, meaning "any product manufactured, marketed, sold, or otherwise promoted under the La Pura brand name or any variation thereof, including (but not limited to) La'Pura and LaPura." The suit alleges that 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 and her 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 20, 2016 and September 9, 2024.

Excluded from the Settlement are: (i) jurists and mediators who are or have presided over the Action, Plaintiff's Counsel and Defendants' Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) The 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.

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

## 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 the Settlement Agreement.

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

## HOW TO GET BENEFITS FROM THE SETTLEMENT

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

If you are a Class Member, you must fill out and submit a Claim Form to qualify for a Monetary Payment. You can easily file your Claim at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com). You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-877-658-0293. The completed Claim Form must be submitted online by **February 5, 2025**, or by mail at the address below, received by **February 5, 2025**.

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

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

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

The Court will hold a hearing on January 6, 2025 (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 June 20, 2016 and September 9, 2024.

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. The Settlement Agreement is available at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com) or in the public court records on file in this lawsuit. For questions regarding the Releases or what they mean, you can also talk to one of the lawyers listed in Question 11 below for free, or you can talk to your own lawyer at your own expense.

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

## THE LAWYERS REPRESENTING YOU

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

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

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

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

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

Class Counsel will ask the Court for an award of attorneys' fees of up to 1/3 of the Settlement Fund (\$1,833,333.33) and for reimbursement of expenses incurred through the date of the Settlement (\$84,040.37) and additional expenses incurred related to this notice and the administration of payment of the award (which will be disclosed in the motion for attorney's fees and costs, but are currently estimated at \$124,456). 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 (up to \$6,000). 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 **December 23, 2024** to: Tan v. Quick Box Settlement Administrator, P.O. Box 2449, Portland, OR 97208-2449. Request for Exclusion forms can be obtained online at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com).

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

### 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.

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

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

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

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

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

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

- a. The case name and number (*Tan v. Quick Box LLC*, Case No. 3:20-cv-01082-LL-DDL);
- b. Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- c. A statement under oath that you are a Class Member;
- d. A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- e. A statement of all your objections and the specific grounds supporting your objections;
- f. A statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- 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 **December 23, 2024**, to the following addresses:

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

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

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

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

## YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING

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

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

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

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

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

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at [www.LaPuraClassActionSettlement.com](http://www.LaPuraClassActionSettlement.com). You should check the 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 can also 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 **December 30, 2024**, 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

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

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

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

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

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

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, 221 West Broadway, San Diego, CA 92101, during business hours.

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

# 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

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**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
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:  
28

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's 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  
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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  
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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  
24 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 a. If to Plaintiff or Settlement Class Counsel:

26 Cyclone Covey  
27 KNEUPPER & COVEY, PC  
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17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998  
Tel: 512-420-8407  
cyclone@kneuppercovey.com

b. If to Defendants or Defendants’ Counsel:

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

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

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

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

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

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 Adelé

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

Chad Biggins

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

James Martell

14 \_\_\_\_\_  
15 \_\_\_\_\_  
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

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LeAnne Tan  
PLAINTIFF

DocuSigned by:  
*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

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Chad Biggins

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

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James Martell

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Quick Box LLC

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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.

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4 Dated: October \_\_, 2023

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LeAnne Tan  
PLAINTIFF

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7 Dated: October \_\_, 2023

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Stephen Adelé

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9 10/16/2023

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

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Chad Biggins

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James Martell

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Quick Box LLC

Signed by:

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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.

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4 Dated: October \_\_, 2023

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LeAnne Tan  
PLAINTIFF


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7 Dated: October \_\_, 2023

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Stephen Adelé

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Chad Biggins

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12 10/19/2023

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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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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

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James Martell

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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

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.

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

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

27 Kevin Kneupper, Esq.  
28 A. Cyclone Covey, Esq.  
Kneupper & Covey PC  
17011 Beach Blvd., Ste. 900  
Huntington Beach, CA 92647-5998

6. All proceedings in this Action as to the Settling Defendants, other than

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.

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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  
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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

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  
25 government entity; (iii) The Quick Box Parties and any entity in which

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  
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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 [ ]% 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 \$ [ ] as attorneys' fees to be paid out of  
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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.

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19 **IT IS SO ORDERED.**

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HONORABLE LINDA LOPEZ  
UNITED STATES DISTRICT JUDGE

**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

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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**

**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**

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**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]**

- 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>	<b><u>Class Counsel:</u></b>	<b><u>Defense Counsel:</u></b>
Clerk United States District Court, Southern District of California 221 West Broadway San Diego, CA 92101	Kevin Kneupper Cyclone Covey Kneupper & Covey PC 17011 Beach Blvd., Ste. 900 Huntington Beach, CA 92647	David T. Biderman Thomas J. Tobin Perkins Coie LLP 1888 Century Park East, Suite 1700 Los Angeles CA 90067

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.

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**

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

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

*Tan v. Quick Box LLC*  
Case No. 3:20-cv-01082-LL-DDL

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Pre-Populated Claim Form

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

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

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

CLAIMANT INFORMATION

FIRST NAME:  MI:  LAST NAME:

STREET ADDRESS:

CITY:  STATE:  ZIP:

PHONE:  -  -

EMAIL (required):

MONETARY PAYMENT

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

PAYMENT ELECTION

Please select an option below to indicate if you would like to receive your Monetary Payment by check via mail or by digital payment. If you select digital payment, please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile QUESTIONS? CALL 1-855-435-0524 OR VISIT **[URL]**.

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 [\[URL\]](#).