

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

James J. Aboltin and Pamela J. Knight,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

Jeunesse, LLC aka Jeunesse Global, Inc., a
Florida limited liability company, MLM Mafia,
Inc., a Nevada Corporation, Online
Communications, LLC, a Wyoming limited
liability company, Wendy R. Lewis, an
individual, Ogale “Randy” Ray, an individual,
Scott A. Lewis, an individual, Kim Hui, an
individual, Jason Caramanis, an individual,
Alex Morton, an individual, Kevin Giguere, an
individual, John and Jane Does 1-100,
individual natural persons, and ABC
Corporations, Companies, and/or Partnerships
1-20,

Defendants.

Case No. 6:17-cv-01624-PGB-KRS

**ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

AND NOW, upon consideration of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and all supporting materials, and the proposed Settlement Agreement (the “Settlement Agreement”) between Plaintiffs James J. Aboltin and Pamela J. Knight (collectively “Plaintiffs”), and Defendants Jeunesse, LLC (a/k/a Jeunesse Global, Inc.), a Florida limited liability company (hereafter “Jeunesse”); Wendy R. Lewis; Ogale “Randy” Ray; Scott A. Lewis; Kim Hui; and Kevin Giguere, (collectively, “Defendants,” and together with Plaintiffs, the “Parties,” IT IS HEREBY ORDERED:

1. Unless defined herein, all capitalized terms in this Order shall have the same meanings

- as set forth in the Settlement Agreement.
2. For settlement purposes only, the Court preliminarily finds that the terms and conditions set forth in the Settlement Agreement, including all exhibits thereto, are fair, reasonable, adequate, and in the best interests of the Settlement Class Members, and are within the range of reasonableness for preliminary settlement approval.
 3. The Court finds that the Settlement Agreement resulted from arm's-length negotiations between the parties, including via in-person Court-ordered mediation overseen by an experienced mediator, and that the terms and conditions set forth in the Settlement Agreement warrant that written notice of the Settlement should be provided to the Settlement Class Members, after which the Court will hold a Final Approval Hearing to consider whether final approval of the Settlement should be granted.
 4. Pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, the Court conditionally certifies, for settlement purposes only, the following Settlement Class:

all Distributors of Jeunesse—persons who executed a contract with Jeunesse providing the opportunity to sell or resell Jeunesse products and/or to sponsor other persons to do so; paying for a “starter kit” of materials to facilitate this business opportunity; directly or indirectly holding a position in the Jeunesse genealogy of Distributors, and/or purchasing Jeunesse products at the discounted prices available only to Jeunesse distributors—between January 1, 2010, and the date on which this Order is entered. Excluded from the Settlement Class are the Defendants, Defendants’ employees, and Defendants’ family members.
 5. The Court preliminarily finds, for purposes of settlement only, that the litigation as to the claims against the Defendants meet all prerequisites of Rule 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, including that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
 - b. There are questions of law or fact common to the Settlement Class;
 - c. Plaintiffs' claims are typical of the claims of the Settlement Class Members;
 - d. Plaintiffs and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class;
 - e. With respect to the injunctive portions of the Settlement Agreement, the Court finds that the Defendants allegedly have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole, if the Settlement Agreement receives final approval;
 - f. With respect to the non-injunctive portions of the Settlement Agreement, the Court finds that common questions of law and fact predominate over questions affecting only individual Settlement Class Members and accordingly, the Settlement Class is sufficiently cohesive to warrant settlement by representation; and that certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.
6. For settlement purposes only, the Court appoints Plaintiffs James J. Aboltin, and Pamela J. Knight as the Settlement Class Representatives.
 7. The Court appoints Jonathan S. Batchelor, of Jonathan Batchelor, PLC, and David

Ferrucci and John P. Desmond, of Dickinson Wright, PLLC as Co-Lead Class Counsel for the Settlement Class.

8. Plaintiffs and Co-Lead Class Counsel are authorized to take all appropriate action required or permitted to be taken by the Settlement Agreement to effectuate its terms.
9. The Court appoints Epiq as the Settlement Administrator to provide notice to the Settlement Class and administer the Settlement pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator is responsible for carrying out all tasks set forth in the Settlement Agreement that are assigned to the Settlement Administrator.
10. The Court approves and authorizes the proposed plan for providing notice of the Settlement to the potential members of the Settlement Class as set forth in the Settlement Agreement and its exhibits—to wit, the sending of notice by electronic mail to all persons who purchased a “starter kit” allowing them to participate in the Jeunesse business opportunity and for whom Jeunesse possesses electronic mail contact information, and the sending of a summary notice by postcard to anyone (a) for whom Jeunesse does not possess electronic mail contact information, or (b) to whom two attempts to send notice by electronic mail are not successful, and approves the proposed Notice of Settlement, Claim Form, and other exhibits. The Court finds that the proposed method of providing notice fully satisfies the requirements of due process, the Federal Rules of Civil Procedure, and constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Parties may make non-substantive changes to the notice forms by

agreement without further Order of the Court.

11. The Court directs that the notice specified above should issue to class members within thirty (30) days of the entry of this Order. The Court further directs Co-Lead Class Counsel, on or before December 14, 2018, to file with the Court evidence that the provisions of paragraph 10 of this Order have been satisfied.
12. The Court directs that any person or entity who is a member of the Settlement Class and who wishes to exclude himself, herself, itself, or themselves from the Settlement Class shall, in writing, by letter to the Claims Administrator postmarked on or before November 26, 2018, submit a request for exclusion that sets forth (a) such person's or entity's name and address; (b) the date on which such person or entity became a Jeunesse Distributor; and (c) a clear and unambiguous statement that such person or entity wishes to be excluded from the Settlement Class. Any person or entity who fails to timely and/or properly seek exclusion from the Settlement Class as provided herein shall be deemed members of the Settlement Class for all purposes and henceforth bound by all orders and/or judgments of this Court.
13. The Court directs that the deadline for Settlement Class Members to complete and return Claim Forms to the Settlement Administrator shall be December 31, 2018, unless such deadline is extended by another Order of this Court without further notice. Any member of the Settlement Class who fails to submit a valid and properly completed Claim Form by this deadline shall be barred from any recovery from that portion of the Settlement for which the submission of a valid Claim Form is required.
14. A Final Approval Hearing shall take place before the Honorable Paul G. Byron on

January 8, 2019, at 3:00 p.m., at the United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, FL 32801, to determine: (a) whether the proposed Settlement, on the terms and conditions provided for in the Settlement Agreement, is fair, reasonable, and adequate, and should be granted final approval; (b) the amount of any attorneys' fees and costs to Class Counsel; (c) the amount of service awards to the named Plaintiffs; and (d) the amount of fees and costs billed by the Settlement Administrator that are to be approved. The Court will also hear and consider any properly lodged objections under the process set forth in the Settlement Agreement. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to the Settlement Class Members, other than those who have properly lodged an objection.

15. A Settlement Class Member who wishes to object to any aspect of the Settlement must submit to the Settlement Administrator a written statement of the objection no later than November 26, 2018. The written statement must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Members wishes to bring to the Court's attention. That written statement shall contain the Settlement Class Member's printed name, address, telephone number, and any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection must contain the actual written signature of the Settlement Class Member making the objection. The Settlement Administrator shall provide Co-Lead Class Counsel and

Counsel for Defendants with copies of any objections as they are received. A Settlement Class Member may object on his or her own behalf or through an attorney, however, even if represented, the Settlement Class Member must sign the objection and all attorneys who are involved in any way asserting objections on behalf of a Settlement Class Member must file a notice of appearance with the Court at the time when the objection is submitted. Co-Lead Class Counsel and Counsel for Defendants may take the deposition of any objector prior to the Final Approval Hearing in a location convenient to the objector. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

16. Co-Lead Class Counsel shall file their Motion for Approval of Attorneys' Fees and costs, and in support of services awards to the named Plaintiffs, no later than fourteen (14) days prior to the deadline for Settlement Class Members to object.
17. No later than fourteen (14) days prior to the Fairness Hearing scheduled above in Paragraph 14, the Parties shall file and serve all papers in response to any valid and timely objections and supporting the application for final approval of the Settlement.
18. All proceedings in this case are stayed pending the Court's decision as to whether to grant final approval of the Settlement, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.
19. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, or if final approval of the Settlement is not obtained (whether by this Court

or any appellate court), then this Order, including the preliminary certification of the Settlement Class and appointment of Class Representatives and Co-Lead Class Counsel, shall be void and/or vacated, and this action shall proceed as though the certification and appointments never occurred, with Plaintiffs and Defendants being deemed to have reserved all their respective rights to propose or oppose any and all class certification issues.

20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with administering this Settlement that are not inconsistent with this Order or the Settlement Agreement.
21. To preserve the *status quo* pending this Court's determination of whether to grant final approval of the Settlement, it is hereby ordered under 28 U.S.C. § 1651 and Rule 23 of the Federal Rules of Civil Procedure that except as expressly provided in the Settlement Agreement, all Settlement Class Members are temporarily enjoined from commencing, continuing, or taking any action in any judicial proceeding in any state or federal court or any other judicial or arbitral forum against the Released Parties with respect to any of the Released Claims, except that any individuals may move this Court at any time for an Order that they have "opted out" pursuant to the Settlement Agreement so that they can proceed on an individual basis with their own individual litigation. This injunction will terminate at the time the Court determines whether to grant final approval of the Settlement and, prior to that time, any request for relief from the injunction shall be made to this Court. The Court finds that issuance of this temporary injunction is necessary and appropriate in aid of its jurisdiction over the Action.

22. This Court retains jurisdiction to consider all further matters and applications arising out of or connected with the Settlement Agreement.
23. Nothing in this Order shall be construed or used as an admission, concession, or declaration by or against Defendants for any fault, wrongdoing, breach, or liability. Nor shall it be construed or used as an admission, concession, or declaration by or against Plaintiffs or the Members of the Settlement Class that their claims lack merit or that the relief requested in the operative Complaint in this Action is inappropriate or improper, or as a waiver by any Party of any claims or defenses he, she, or it may have; nor shall this Order be construed as a finding or conclusion of the Court with respect to the merit or lack of merit of any claim or defense asserted in the Action

DONE AND ORDERED in Orlando, Florida on September 13, 2018.



PAUL G. BYRON
UNITED STATES DISTRICT JUDGE