

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL LEGALLY BLIND INDIVIDUALS WHO ATTEMPTED BUT WERE UNABLE TO ACCESS OR WHO WERE DETERRED FROM ACCESSING PRODUCTS OR SERVICES AVAILABLE AT COINSTAR KIOSKS IN ALL 50 STATES AND THE DISTRICT OF COLUMBIA STARTING ON FEBRUARY 8, 2014. THROUGH JULY 14, 2017, EXCEPT IN CALIFORNIA WHERE THE STARTING DATE IS FEBRUARY 8, 2013

READ THIS NOTICE AND INSTRUCTIONS CAREFULLY. A CLASS ACTION LAWSUIT MAY AFFECT YOUR LEGAL RIGHTS.

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

This notice is to inform you about the proposed settlement that would resolve two class action lawsuits: *Nguyen v. Outerwall Inc.*, No. 5:16-cv-00611-LS (E.D. Pa.) and *Boyer v. Outerwall Inc.*, No. 2:17-cv-00853 (E.D. Pa.). The lawsuits allege that Coinstar, LLC (fka Outerwall Inc.) violated federal law and California state law by offering services at self-service, touchscreen Coinstar Kiosks that were not independently useable by persons who are Legally Blind. Coinstar denies all liability in the cases. The settlement, which must be approved by the Court, would resolve the lawsuits.

Legally Blind individuals include all persons with visual impairments who require the use of alternative techniques to accomplish tasks for which people without disabilities use sight. Some people who meet this definition have limited vision. Others have no vision.

For purposes of settlement, a Coinstar Kiosk is a Coinstar-branded automated kiosk that permits individuals to exchange their coins for cash or a value product and is located at a retail store.

I. THE CLASS AND CALIFORNIA SUB-CLASS

Solely for purposes of effectuating this settlement, Judge Lawrence F. Stengel of the United States District Court for Eastern District of Pennsylvania has certified a settlement class for injunctive relief of:

all Legally Blind individuals who attempted but were unable to access or who were deterred from accessing those products or services available at Coinstar Kiosks in all 50 states and the District of Columbia during the time period starting on February 8, 2014 for all states and the District of Columbia and continuing through July 14, 2017.

The Court has also, for settlement purposes, certified a California Sub-Class of:

all Legally Blind individuals who attempted, but were unable to access or who were deterred from accessing those products or services available at Coinstar Kiosks *in California* during the time

period starting on February 8, 2013 and continuing through July 14, 2017.

II. SUMMARY OF THE PROPOSED SETTLEMENT FOR NATIONWIDE INJUNCTIVE RELIEF

The settlement results in injunctive relief that will provide accessibility solutions for Coinstar Kiosks in all 50 states and the District of Columbia. Coinstar will modify one Coinstar Kiosk at each of its retail locations nationwide. The modifications will include ensuring a functional and tactile keypad exists on each modified Kiosk, the addition of a 3.5mm headphone jack, and the addition of text-to-speech output via audio through the headphone jack. Coinstar, which has approximately 16,000 retail locations nationwide, will make reasonable and diligent efforts to complete the modifications as soon as possible following Final Approval of the Settlement Agreement, and will complete modification of one Coinstar Kiosk at each retail location within five years of the Effective Date of the Settlement Agreement. Thereafter, the Named Plaintiffs and Class Counsel will monitor the modified Kiosks for 18 months to ensure compliance with the settlement. Further information on monitoring can be obtained from Class Counsel.

III. SUMMARY OF THE PROPOSED SETTLEMENT FOR THE CALIFORNIA SUB-CLASS MEMBERS

In addition to the injunctive relief set forth above, the settlement includes a \$500,000.00 dollar fund to pay valid claims submitted by California Sub-Class Members (defined above in Section I). To receive payment, a California Sub-Class member must submit a valid claim form demonstrating that between February 8, 2013 and July 14, 2017, they attempted but were unable to access or who were deterred from accessing those products or services available at Coinstar Kiosks **in California**. This is because the California law allegedly violated allows for monetary payments. The Claim Form process is described below in Section VII.

IV. OTHER SETTLEMENT TERMS

The settlement also provides that the two named plaintiffs who will serve as class representatives will receive payments of up to \$2,500.00 each. In addition, Defendant has agreed to pay up to \$25,000.00 for the administration of the settlement; any additional costs will come from the California Settlement Fund.

Arkady “Eric” Rayz at Kalikhman & Rayz, LLC, and Gerald D. Wells, III at Connolly Wells & Gray, LLP (“Class Counsel”), the attorneys who represent the class and sub-class, will seek up to \$210,000.00 in attorneys’ fees for their work on the case and costs. This amount will be paid by Defendant separate and apart from the other relief provided by the settlement. Class Counsels’ motion for attorneys’ fees and costs will be available at the settlement website established for this settlement, www.coinstarkiosksettlement.com, after December 6, 2017 or can be requested from Class Counsel (contact information below) after December 6, 2017.

V. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS

All class members will be bound by the terms of the settlement relating to the accessibility of Coinstar Kiosks if the settlement is approved by the Court. In other words, once the settlement is approved, all class members will release and forever discharge claims related to the accessibility of the kiosks for people who are Legally Blind.

However, California Sub-Class members may opt out of the monetary portion of the settlement only. California Sub-Class members who opt out of the monetary portion of the settlement will retain the right to file their own claims for damages (money) against Coinstar related to any access barriers they have faced at Coinstar Kiosks. California Sub-Class members who do not opt out of the monetary portion of the settlement may utilize the claims procedure described in Section VII below to submit claims for monetary damages. If a California Sub-Class Member submits both an Opt-Out Statement and a Valid Claim, the Opt-Out Statement will be rejected and the Valid Claim will be accepted.

VI. OBJECTING TO THE SETTLEMENT

You can ask the Court to deny approval of this settlement by filing an objection with the Court, including Plaintiff's request for fees and/or Case Contribution Award. You can't ask the Court to order a larger or different settlement; the Court can only approve or deny the proposed settlement. If you want the settlement to be rejected for any reason, you must object.

You must object to the proposed settlement in writing and file your written objection with the Clerk of Court. You must set forth your full name, address, and signature, along with a statement of the reasons for your objection. The Court must receive your objection by December 1, 2017 for it to be considered. To file an objection, you must file it, including the case name and number, with the Clerk of Court either in person or by mail at:

Clerk of Court: Eastern District of Pennsylvania
601 Market Street
Philadelphia, PA 19106-1797

If you file an objection, you may also appear at the final approval hearing which will address the settlement's fairness. You may appear at the hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

VII. SUBMITTING A CLAIM FOR MONEY DAMAGES: CALIFORNIA SUB-CLASS MEMBERS ONLY

You may be eligible for monetary relief under the settlement if you are Legally Blind and between February 8, 2013, and July 14, 2017, you attempted but were unable to access or who were deterred from accessing those products or services available at Coinstar Kiosks in

California. There is a damages fund of \$500,000.00 available for California Sub-Class claimants. Each eligible member of the California Sub-Class will be entitled to make one claim, which in no event will be worth more than \$4,000.00. California Sub-Class Members will receive less than \$4,000.00 if the total value of valid claims exceeds the value of the settlement fund (that is, if there are more than 125 claimants), in which case the value of all claims will be shared on a pro rata basis. If there is money left over after payment of all valid claims, the left-over funds will be donated to one or more charitable organizations chosen by the Court at the Fairness Hearing.

You must submit a valid claim form to recover monetary compensation under this settlement. You may complete and submit a claim form on the settlement website at www.coinstarkiosksettlement.com or by requesting a claim form from the Claims Administrator, by phone, letter, fax, or email at:

Nguyen v. Outerwall Inc.
Claims Administrator
P.O. Box 71
Tallahassee, FL 32302-0071
Toll-Free: (855) 928-2272
Fax: (850) 385-6008
Email: staff@settlementservicesinc.com

All claims submitted online must be received by December 1, 2017.

VIII. OPTING OUT OF THE DAMAGES PORTION OF THE SETTLEMENT: CALIFORNIA SUB-CLASS MEMBERS ONLY

If you are a California Sub-Class Member, you have the right to opt out of the damages (money) portion of the settlement. If you opt out, you will not receive any monetary compensation from this settlement. California Sub-Class Members who opt out of the monetary portion of the settlement, however, will retain the right to file their own claims for damages (money) against Coinstar arising from access barriers they may have faced at Coinstar kiosks in California. You may complete and submit an opt-out request at www.coinstarkiosksettlement.com, or you may mail a completed opt-out request to the claims administrator at the address listed in Section VII. Your opt-out statement must contain the following language or words to the same effect:

I hereby exercise my right to Opt-Out of the damages portion of the class action lawsuit known as *Nguyen v. Outerwall*, case no. 5:16-cv-00611. By Opting Out, I understand that I will not be awarded any statutory damages from this lawsuit but that I am preserving any rights I would otherwise have to sue Coinstar for damages.

All requests to opt out must be received by December 1, 2017. Please note that if the settlement is approved, all members of the class who do not properly opt out will be bound by

the monetary damages portion of the settlement. If a California Sub-Class Member submits both an Opt-Out Statement and a Valid Claim, the Opt-Out Statement will be rejected and the Valid Claim will be accepted. If you opt-out of the California Sub-Class, you should promptly consult an attorney if you wish to bring your own claim for monetary damages as the deadline for you to your own case may be affected by the statute of limitations.

IX. FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the settlement. The fairness hearing is scheduled for December 20, 2017 at 10:00 a.m. in Courtroom 14B, before Judge Lawrence F. Stengel at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections or requests to be heard, the Court may consider them at the hearing. The Court may also decide the amount of attorneys' fees and costs to be paid to Class Counsel.

The date of the fairness hearing may change without further notice to the class. You should check the settlement website at www.coinstarkiosksettlement.com, or the U.S. Court's Public Access website at PACER.gov to get the most current information concerning the date of the final approval hearing. To be heard at the hearing, you must include notice of your intent to present objections orally at the hearing with your written objection.

X. FURTHER INFORMATION

This notice summarizes the proposed settlement. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.coinstarkiosksettlement.com, contact Class Counsel using the information below, access the Court's docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate accessible formats, contact the Claims Administrator at:

Nguyen v. Outerwall Inc.
Claims Administrator
P.O. Box 71
Tallahassee, FL 32302-0071
Toll-Free: (855) 928-2272
Fax: (850) 385-6008
Email: staff@settlementservicesinc.com

XI. CONTACT INFORMATION

If you have any questions about the proposed settlement, or the information contained in this Notice, please contact class counsel below:

Class Counsel:

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Demetri A. Braynin

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THIS NOTICE AND ITS CONTENT HAS BEEN APPROVED BY THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF PENNSYLVANIA, THE HONORABLE LAWRENCE F. STENGEL.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, OR DEFENSE COUNSEL WITH QUESTIONS ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS. THEY CANNOT ANSWER YOUR QUESTIONS.