

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

APRIL NGUYEN, individually and on behalf
of all others similarly situated

Plaintiff(s),

v.

OUTERWALL INC.,

Defendant(s).

Civil Action No. 5:16-cv-00611-LS

BRETT BOYER, individually and on behalf of
all others similarly situated

Plaintiff(s),

v.

OUTERWALL INC.,

Defendant(s).

Civil Action No. 2:17-cv-00853

**CLASS SETTLEMENT AGREEMENT
AND RELEASE**

1. Introduction and Recitals

1.1 This Settlement Agreement (together with all exhibits, the “Agreement”) is entered into by and between Coinstar, LLC (“Coinstar”) (formerly known as “Outerwall Inc.”) and April Nguyen and Brett Boyer (“Named Plaintiffs”), individually and on behalf of a class of persons similarly situated. Coinstar and Named Plaintiffs (individually and on behalf of the Settlement Class, defined herein) shall each be referred to as a “Party” and shall jointly be referred to as “Parties.”

1.2 Named Plaintiff April Nguyen filed a class action complaint against Coinstar in United States District Court for the Eastern District of Pennsylvania on February 8, 2016 (the

“Nguyen Lawsuit”). The Nguyen Lawsuit was assigned the civil action number 5:16-cv-00611-LS and was assigned to the Honorable Lawrence F. Stengel. Nguyen alleged that Coinstar’s Kiosks violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et. seq., in that they were not independently useable by persons who are blind or visually-impaired, and sought to represent a class of “all legally blind individuals who have been and/or are being denied access to Coinstar kiosks within the United States, excluding the state of California.” Nguyen sought a declaratory judgment, injunctive relief and attorneys’ fees and costs.

1.3 Named Plaintiff Brett Boyer filed a class action complaint against Coinstar in the Southern District of California on February 8, 2016. The Boyer Lawsuit was assigned the civil action number 16-cv-306-LAB and was assigned to the Honorable Larry Alan Burns. Boyer also alleged that Coinstar’s Kiosks violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et. seq., as well as the California Unruh Act, Cal. Civ. Code § 51 et seq., and California Disabled Persons Act, Cal. Civ. Code § 54 et seq., in that they were not independently useable by persons who are blind or visually-impaired. Boyer sought to represent a class of “all legally blind individuals who have been and/or are being denied access to Coinstar kiosks within the state of California.” Boyer also sought a declaratory judgment, injunctive relief and attorneys’ fees and costs. Boyer’s first complaint was not served properly and, on October 24, 2016, the court dismissed the claim without prejudice. Boyer re-filed his complaint on November 6, 2016 (the “Boyer Lawsuit”). The Boyer Lawsuit asserts the same factual allegations as the Nguyen Lawsuit but is limited to a California putative class. The cases are related in regard to the injunctive relief sought and federal claims asserted.

1.4 The Parties agree that this Agreement is intended to resolve both the Nguyen Lawsuit and the Boyer Lawsuit. The Parties took the steps to transfer the Boyer Lawsuit to the

Eastern District of Pennsylvania by filing with the Southern District of California a Joint Motion to Transfer on February 16, 2017. The Southern District of California ordered that the case would be transferred to the Eastern District of Pennsylvania on February 21, 2017. The case was assigned Civil Action No. 17-cv-00853 in the Eastern District of Pennsylvania. On March 13, 2017, April Nguyen and Brett Boyer and Coinstar jointly moved to consolidate the Boyer Lawsuit with the Nguyen Lawsuit. On March 16, 2017, the Eastern District of Pennsylvania consolidated the two cases for all pretrial purposes. The Parties agree that, as a result: (a) Boyer is the Named Plaintiff representing the California Sub-Class defined in Section 3.8 below in the transferred and consolidated action; and (b) this Agreement includes the addition of the claims under California law contained in the Boyer Lawsuit filed in the Southern District of California. The consolidated and transferred action of both the Nguyen Lawsuit and the Boyer Lawsuit is referred to in this Agreement collectively as the “Lawsuit.” The claims at issue in the Lawsuit are set forth in the “Consolidated Complaint” referenced herein.

1.5 Defendant Coinstar has denied and continues to deny the Named Plaintiffs’ claims and any liability.

1.6 The Parties have engaged in a mediation session and settlement negotiations including a settlement conference before Magistrate Judge Elizabeth T. Hey. The Named Plaintiffs and Class Counsel believe that the claims have substantial merit and that they would meet the standards for class certification. Defendant has asserted its various defenses, including the extent to which the asserted law applies to Coinstar’s Kiosks. Defendant also believes and has asserted that the claims are inappropriate for class certification. Both parties recognize that the ultimate outcome on the merits is uncertain, and have considered the length and expense of continued proceedings without settlement.

1.7 The Parties therefore now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations of the Named Plaintiffs and the Settlement Class (including the California Sub-Class), and to resolve their differences and disputes by settling the Lawsuit. For purposes of this Agreement, Defendant stipulates to the definition of the Settlement Class (including the California Sub-Class), to the Named Plaintiffs serving as Class Representatives, and to Class Counsel serving as counsel to the Class. The Named Plaintiffs and Class Counsel acknowledge that they desire to settle on the terms and provisions in this Agreement and believe it is fair, reasonable, and adequate and in the best interests of the Named Plaintiffs and the Settlement Class, including the California Sub-Class.

1.8 The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

2. **No Admission of Liability.** By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Coinstar, direct or indirect, express or implied, that it has violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et. seq., or any other related federal, state, or local law, regulation, order, or rule. In addition, there is no admission or concession by Coinstar, direct or indirect, express or implied, that it has violated the Unruh Civil Rights Act, California Civil Code §§ 51 et seq., or the Disabled Persons Act, California Civil Code §§ 54 et seq.

3. **Definitions.** In addition to the terms defined elsewhere in the Agreement, the following terms shall have the meanings set forth below.

- 4 -

3.1 “Claims Administrator” will mean the Claims Administrator mutually agreed upon by the Parties and approved by the Court and its employees, and agents, which was selected by the Parties to provide notice and the other duties described in this Agreement.

3.2 “Claims Period” means the period of time set forth in the Notice during which time a California Sub-Class Member may submit a claim form seeking their portion of the California Settlement Fund. The Claims Period shall be no less than sixty (60) days from the date of the initial dissemination of the Notice.

3.3 “Claim Form” means the form as approved by both the Parties and the Court that shall be included with the Notice and that a California Sub-Class Member must submit in order to recover a payment pursuant to Section 11.

3.4 “Claim Form Instructions” means the instructions as approved by both the Parties and the Court that shall be included with the Notice regarding how a California Sub-Class Member can receive a portion of the California Settlement Fund.

3.5 “Class Counsel” means Arkady “Eric” Rayz and Demetri A. Braynin at Kalikhman & Rayz, LLC, 1051 Country Line Road, Ste. A, Huntingdon Valley, PA, and Gerald D. Wells, III and Robert J. Gray at Connolly Wells & Gray, LLP at 2200 Renaissance Boulevard, Suite 275, King of Prussia, PA 19406.

3.6 “California Settlement Amount” shall mean the sum of \$500,000.00 to be deposited in an interest-bearing escrow account within ten business days of the Effective Date. The escrow account shall be established and maintained by the Claims Administrator.

3.7 “California Settlement Fund” shall mean the California Settlement Amount and any interest earned thereon.

3.8 “California Sub-Class” means 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 the entry of the Preliminary Approval and Scheduling Order.

3.9 “California Notice” means the Notice advising the California Sub-Class of the California Settlement Fund.

3.10 “Case Contribution Awards” shall mean the monetary amount which may be awarded by the Court in recognition of the Named Plaintiffs’ assistance provided in the prosecution and resolution of this Action, as well as their duties and responsibilities outlined in this Agreement.

3.11 “Court” means the U.S. District Court for the Eastern District of Pennsylvania.

3.12 “Compliance Date” means the date by which Defendant certifies to the Court that it has fully complied with Section 7 of this Agreement.

3.13 “Consolidated Complaint” shall mean the complaint filed with the Court detailing the allegations of both Named Plaintiffs. The Consolidated Complaint shall be filed either prior to or contemporaneously with the Parties seeking Preliminary Approval.

3.14 “Cy Pres Fund” means any amount remaining in the California Settlement Fund after the payments to the California Sub-Class. The Cy Pres Fund shall be payable to the entity ordered by the Court as part of Final Approval. Prior to Final Approval, the Parties shall jointly suggest to the Court three separate Cy Pres recipients from which the Court may choose if it so desires.

3.15 “Cy Pres Recipient” means the entity(ies) that are selected by the Court for distribution of all or part of the Cy Pres Fund. The Parties agree to present potential Cy Pres Recipients to the Court in the motions for preliminary and final approval.

3.16 “Dispute Resolution” means the process described in Section 13 herein.

3.17 “Effective Date” means the date by which all of the following have occurred:

- a. The Parties have executed the Settlement Agreement;
- b. The Parties have submitted to the Court and the Court has entered the following: (a) the Preliminary Approval and Scheduling Order, and (b) the Final Order; and
- c. The Final Order has become Final.

3.18 “Eligible Claimant” means a California Sub-Class Member who has a Valid Claim and does not opt out from the monetary portion of this Agreement.

3.19 “Fairness Hearing” means a hearing held by the Court before Final Approval and after Notice, the Claims Period, the deadline to object, and any responses to any objections have been filed with the Court.

3.20 “Final” means with respect to any judicial ruling or order approving this settlement, that (i) the time has expired to file an appeal, motion for rehearing, or petition for writ of certiorari with respect to such judicial ruling or order with no timely appeal, motion for hearing or petition for writ of certiorari having been made, as the case may be, or (ii) a timely appeal has been taken from the judicial ruling or order and the judicial ruling or order has been affirmed with no further right of appeal or rehearing because the time has expired or a petition for rehearing and/or a writ of certiorari has been denied, or (iii) if, following an appeal, a timely petition for rehearing and/or a writ of certiorari has been granted, the judicial ruling or order has been affirmed.

3.21 “Final Approval” means the approval of this Agreement by a United States District Court judge under Federal Rule of Civil Procedure 23(e) after Notice to the Settlement Class and a Fairness Hearing.

3.22 “Final Order” means entry of an Order, substantially in the same form as Exhibit F hereto, that (i) approves the Settlement as fair, reasonable, and adequate and enter judgment finally approving the Settlement; (ii) approves or modifies the Plan of Allocation regarding distribution of the California Settlement Fund; (iii) orders an award of attorneys’ fees, costs, and expenses, and the amount of those fees, costs, and expenses, as contemplated by this Agreement; (iv) determines whether the Named Plaintiffs shall be awarded a Case Contribution Award and, if so, the amount of said award; and (v) appoint a Magistrate to oversee compliance with the terms of this Settlement during the Remediation Period (defined in Paragraph 7.2) and Monitoring Period (defined in Paragraph 6). Defendant will not take any position with respect to the matters described in clauses (iii) or (iv) of this Section, so long as disposition of those matters is in accordance with the provisions of this Agreement.

3.23 “Coinstar Kiosk” means 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 within the United States.

3.24 “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.

3.25 “Notice” means notice of this agreement as provided in Section 10 herein, including Notice to Settlement Class Members regarding the terms of this Settlement Agreement, attached as Exhibits A (the Long Form Notice), B (the Short Form Notice), and/or the Email

Notice or materially identical thereto. Unless otherwise indicated, “Notice” includes the California Notice. The “Email Notice” means either the Long Form Notice or the Short Form Notice sent by the Claims Administrator via electronic mail.

3.26 “Notice Deadline” means the date by which the Claims Administrator shall disseminate Notice. Absent agreement by the Parties, the Notice Deadline shall be thirty (30) days after the Court’s entry of an Order granting Preliminary Approval of the Settlement.

3.27 “Preliminary Approval” means the initial approval by the Court of the terms of this agreement, which shall occur prior to any Notice being provided to the Settlement Class in accordance with Section 10 herein. A draft Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Certifying Settlement Class; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval is attached as Exhibit C.

3.28 “Coinstar” means “Coinstar, LLC,” formerly known as Outerwall Inc., and any of its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities of Coinstar, LLC.

3.29 “Review Proceeding” means an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari to the Supreme Court of the United States or other writ.

3.30 “Settlement Class” means 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 excluding California and February 8,

2013 in California and continuing through the entry of the Preliminary Approval and Scheduling Order.

3.31 “Settlement Class Member” means any member of the Settlement Class.

3.32 “Settlement Website” means the website created by the Claims Administrator for the purpose of administering this agreement. This website shall contain information for class members relating to the proposed settlement including the contact information for Class Counsel, the Claims Administrator, any telephone number maintained by the Claims Administrator, and an ability to request/view the Long Form Notice and/or Short Form Notice.

3.33 “Valid Claim” means a member of the California Sub-Class who, between February 8, 2013 and the date the Court enters the Preliminary Approval and Scheduling Order, attempted but were unable to access or who were deterred from accessing products or services available at Coinstar Kiosks in California, provided that such attempt and/or incident is documented in a Claim Form that is signed and timely submitted in accordance with Section 11 herein.

4. **Conditions Precedent.** This Agreement shall be conditioned upon and shall be effective only upon the occurrence of all of the following events.

4.1 The Boyer Lawsuit has been transferred and consolidated with the Nguyen Lawsuit and the Named Plaintiffs have filed a “Consolidated Complaint,” which Coinstar shall not oppose.

4.2 Class Counsel and Coinstar have moved jointly for, and the Court has entered, an order granting Preliminary Approval of this Agreement.

4.3 Upon Preliminary Approval of this Agreement and approval of the Notice and the procedures for providing Notice, Notice has been provided to the Settlement Class in accordance with such procedures.

4.4 A Fairness Hearing has been held in accordance with Federal Rule of Civil Procedure 23(e)(2).

4.5 The Court has granted Final Approval of this Agreement, dismissed the claims of the Lawsuit in accordance with the terms set forth herein after a Fairness Hearing has been conducted (subject to the Court's retaining jurisdiction pursuant to Sections 13 and 15 herein). All such orders and approvals have become Final.

5. **Settlement Purposes Only.** This Agreement is for settlement purposes only. Neither the fact of, nor any term or provisions contained in, this Agreement or its exhibits, nor any action taken under it shall constitute, be construed as, or be admissible in evidence as (1) any admission of the validity of any claim or fact alleged by the Named Plaintiffs and Settlement Class in this Lawsuit or any other pending or subsequently filed action; (2) evidence of any wrongdoing, fault, violation of law, or liability of any kind by Coinstar regarding the claims in the Lawsuit; (3) an admission by Coinstar of any claim or allegation made in this Lawsuit or the previously filed Nguyen Lawsuit or Boyer Lawsuit; nor (4) admission by the Named Plaintiffs, Settlement Class, or Class Counsel of the validity of any fact or defense asserted against them in the Lawsuit or the previously filed Nguyen Lawsuit or Boyer Lawsuit.

6. **Term of Agreement.** This Agreement shall expire eighteen (18) months after the Compliance Date of the Agreement (the "Monitoring Period").

7. **Injunctive Relief to the Settlement Class.**

7.1 Coinstar Kiosks. In accordance with the provisions in this Agreement, and for the purpose of making them accessible to Settlement Class Members, Coinstar shall modify one Coinstar Kiosk at each retail location as described in 7.1.1-7.1.3 below (hereafter the “Nonvisual User Interface”). Except as otherwise provided for herein, Coinstar shall in its sole discretion determine the order by which it remediates the Coinstar Kiosks. In a retail establishment with more than one Coinstar Kiosk, Coinstar shall have the sole discretion with respect to which Coinstar Kiosk to modify.

7.1.1 Modifications to tactile keypad. Coinstar shall ensure that a functional and tactile keypad exists on each modified Coinstar Kiosk. The parties agree that the keypads that currently exist on the kiosks comply with this section, so long as they are functional (unless Section 8.2 applies);

7.1.2 Addition of a headphone jack. Coinstar will add a 3.5mm headphone jack that will autonomously detect a Coinstar Kiosk’s text-to-speech features when compatible headphones are connected to it. Coinstar will not be responsible for providing compatible headphones to Settlement Class Members or other consumers;

7.1.3 Addition of text-to-speech output. Coinstar will add text-to-speech output, via audio through the headphone jack, to convey the text and controls necessary to browse and use the Coinstar Kiosks, and to present any special offers and/or ancillary services offered by Coinstar that Coinstar makes available to sighted customers at that Coinstar Kiosk using its visual interface. Coinstar is not required to add text-to-speech output for any advertising of third-party products and services which does not impact the price of the transaction at the time of the transaction;

7.1.4 To the extent it has not already done so, Coinstar will affix a label to each Coinstar Kiosk which provides a toll-free number for its customer assistance programs for retail customers;

7.1.5 Coinstar represents and warrants that for locations with one or more Coinstar Kiosks, those kiosks are located in an individual retail establishment.

7.2 Timeline for Development of the Nonvisual User Interface. Within six (6) months of the Effective Date, Coinstar will present its intended design of Nonvisual User Interface to the Named Plaintiffs and Class Counsel. Named Plaintiffs and Class Counsel will have 30 days after this presentation to provide feedback to Coinstar. After receiving this feedback, Coinstar will have eleven (11) months to develop a functional prototype of the Nonvisual User Interface and to present it to Named Plaintiffs and Class Counsel. Named Plaintiffs and Class Counsel will have 30 days after this presentation to provide feedback on the functional prototype to Coinstar. Coinstar must obtain the Named Plaintiffs' approval of the functional prototype of the Nonvisual User Interface for Coinstar Kiosks before Coinstar begins to modify any Coinstar Kiosks pursuant to this Agreement. The Named Plaintiffs will not unreasonably withhold such approval. Any dispute regarding the Nonvisual User Interface shall be subject to the dispute resolution process described in Section 13.

7.2.1 Upon receiving the presentation from Coinstar and subsequent approval by the Named Plaintiffs, Class Counsel shall advise the Court that the functional prototype of the Nonvisual User Interface has been developed.

7.3 Coinstar shall modify one Coinstar Kiosk at each retail location in accordance with Section 7.1 of this Agreement during the Remediation Period (which is defined in Section 7.3.4 *infra.*).

7.3.1 Coinstar shall use reasonable and diligent efforts to complete the modifications described in Section 7.1 as soon as possible following Final Approval, but under no circumstances shall the Remediation Period last longer than five years from the Effective Date.

7.3.2 Coinstar shall first remediate the Coinstar Kiosks specifically identified in the Consolidated Complaint (“Test Coinstar Kiosks”). Upon complete remediation of the Test Coinstar Kiosks, Coinstar shall (i) notify Class Counsel of the completion of their remediation and (ii) remediate the remaining Coinstar Kiosks based on a schedule (including time and location) that Coinstar deems appropriate.

7.3.3 After remediation of the Test Coinstar Kiosks, the Named Plaintiffs and/or Class Counsel shall periodically check the Nonvisual User Interface at the Test Coinstar Kiosks. Should any issues with the useability of the Nonvisual User Interface arise, Class Counsel shall promptly notify Coinstar in a manner consistent with Section 13. Thereafter, the Parties shall meet and confer regarding how to address the issue. Any dispute arising from this section shall be subject to the dispute resolution process described in Section 13.

7.3.4 Upon remediating one Coinstar Kiosk at each location so as to comply with Sections 7.1.1-7.1.4, Coinstar shall certify to Class Counsel that all remediations are complete. Class Counsel shall then have thirty (30) days to test the veracity of this statement. Should Class Counsel determine that such remediations are complete, the Parties shall jointly advise the Court of the completion of all remediations set forth in this Agreement. The date of said Court submission shall be referred to as the “Compliance Date.” The period of time between the start of the Timeline for Development of the Nonvisual User Interface in Section 7.2 and the Compliance Date shall be referred to as the “Remediation Period.”

7.4 Coinstar will use reasonable and diligent efforts to ensure that any telephonic customer assistance programs for retail customers are prepared, by the Compliance Date, to assist blind or visually-impaired users with using the Nonvisual User Interface.

7.5 By the time Coinstar first begins modifying the Coinstar Kiosks in accordance with Section 7.3 above, Coinstar shall make reasonable and diligent efforts to ensure that blind and visually-impaired customers have a method for reporting any problems with using the Nonvisual User Interface. These efforts may include, but are not limited to, Coinstar allowing customers to report any problems with the Nonvisual User Interface via Coinstar's customer assistance line. Throughout the Remediation Period and Monitoring Period, Coinstar shall maintain at least one method for individuals to report issues regarding the Coinstar Kiosks.

7.5.1 To the extent feasible, Coinstar shall promptly address any problems identified by blind or visually-impaired customers and reported to Coinstar through the means set forth in Section 7.5.

7.5.2 Should any problem identified and reported to Coinstar in a manner consistent with Section 7.5 that Coinstar, in its estimation, believes is systematic, Coinstar shall notify Class Counsel within thirty (30) days of the initial reporting. Thereafter, the Parties shall meet and confer regarding how to address the issue. Any dispute arising from this section shall be subject to the dispute resolution process described in Section 13.

7.6 Coinstar shall make reasonable efforts to provide Class Counsel with a schedule of proposed modifications to its Coinstar Kiosks one (1) month prior to the first modification. After Coinstar provides this initial schedule, Coinstar shall provide Class Counsel with updated schedules of proposed modifications to its Coinstar Kiosks every three (3) months through the Term of this Agreement. The schedules may be subject to change by Coinstar, and Coinstar will

make reasonable efforts to notify Class Counsel of any such changes at reasonable intervals. Any schedule for proposed modifications to Coinstar Kiosks that Coinstar adopts shall comply with Sections 7.1-7.3 of this Agreement. Coinstar shall also provide Class Counsel with written updates describing any modifications to its Coinstar Kiosks that have occurred pursuant to Sections 7.1-7.3 of this Agreement every three (3) months through the Remediation Period.

7.7 Upon receiving notification from Coinstar of the completion of all required remediation, Class Counsel shall advise the Court that the Remediation Period has expired and that the Monitoring Period has begun.

8. Monitoring.

8.1 During the Monitoring Period, the Named Plaintiffs and Class Counsel will serve as monitors for purposes of compliance with this Agreement. In this capacity, they shall determine if any accessibility issues arise with respect to Coinstar Kiosks and the Legally Blind. Named Plaintiffs and Class Counsel can begin their monitoring of Coinstar's compliance with Section 7 pursuant to Section 8 of this Agreement at any time after remediation begins.

8.1.2 Should either of the Named Plaintiffs or Class Counsel determine there are any issues with the usability of the Nonvisual User Interface, Class Counsel shall promptly notify Coinstar in a manner consistent with Section 13. Thereafter, the Parties shall meet and confer regarding how to address the issue. Any dispute arising from this section shall be subject to the dispute resolution process described in Section 13.

8.1.3. During the Monitoring Period, one or more of Class Counsel may post information on their firm's website indicating that Settlement Class Members can report to Class Counsel (1) whether a kiosk is modified according to the terms of this Agreement or (2) whether agreed-upon modifications are functioning.

8.1.4. The Monitoring Period shall last for eighteen (18) months after the Remediation Period as described in Paragraph 6, at which time Class Counsel shall notify the Court that the Monitoring Period has ended.

8.2 Maintenance of the Nonvisual User Interface. Without interfering with Coinstar's discretion to remove a Coinstar Kiosk, leave a Coinstar Kiosk non-functional for all users, or repair Coinstar Kiosks within time periods it deems reasonable, Coinstar will make reasonable and diligent efforts to maintain the Nonvisual User Interface at each Coinstar Kiosk modified pursuant to Section 7.1 so that it is operable to the same extent the Coinstar Kiosk is operable for non-visually impaired users.

8.3 Disputes relating to maintenance of Nonvisual User Interface. Any dispute regarding Coinstar's maintenance of the Nonvisual User Interface during the Monitoring Period that is identified by the Named Plaintiffs and/or Class Counsel shall be governed by the dispute resolution procedures in Section 13 of this agreement.

9. Payments to Individual Named Plaintiffs.

9.1 Payments to the Individual Named Plaintiffs. Within ten business (10) days after the Effective Date, Coinstar shall make any Court-approved Case Contribution Awards to the Named Plaintiffs. Such Case Contribution Awards shall not exceed \$2,500.00. In the event that the Court reduces the amount that is to be paid to Named Plaintiff April Nguyen or Named Plaintiff Brett Boyer, Coinstar shall only have to pay the amount authorized by the Court.

9.2 Plaintiff Brett Boyer's California Relief. Named Plaintiff Brett Boyer shall be entitled to receive his portion of the Settlement Fund, provided he complies with the requirements set forth in Section 11 and submits a Valid Claim.

10. Preliminary Approval, Notice to the Settlement Class, and Objections.

10.1 Promptly after execution of this Agreement, the Parties shall (1) jointly file the Agreement, including the attached Exhibits, with the Court; (2) file a joint motion for preliminary approval of the Agreement with the Court; and (3) notify the Court of the filings and request entry by the Court, on the earliest date acceptable to the Court, of the Preliminary Approval and the Proposed Scheduling Order attached as Exhibit C.

10.2 Notice Procedures. Pursuant to Section 3.26, the Claims Administrator will provide Notice to the Settlement Class utilizing the Notices attached as Exhibits A-B and in accordance with the following plan:

10.2.1 Notice to the Settlement Class regarding injunctive relief shall be disseminated as follows:

- a) Claims Administrator shall electronically mail the Notice to the following organizations serving Legally Blind individuals: National Federation of the Blind, American Council of the Blind, National Council of State Agencies for the Blind, National Council on Independent Living, and National Disability Rights Network. Class Counsel shall request that these organizations distribute the Notice to the following email list serves, which exist to provide information relevant to Legally Blind individuals: nfbc-info@nfbnet.org, cabs-talk@nfbnet.org, and the American Council of the Blind's email list serve;
- b) Claims Administrator shall publish the Notice in the Braille Monitor and the Braille Forum;
- c) Claims Administrator shall establish and maintain a settlement website containing information regarding this Settlement, including, among other things, (i) this Settlement Agreement, (ii) the Short Form Notice and/or the Long

Form Notice, (iii) a list of frequently asked questions to be agreed to by the Parties, (iv) any orders entered by the Court regarding the Settlement, and (v) a means by which putative class members of the California Sub-Class can request a claim form. The website and links contained therein, including but not limited to the Notice, shall be established and maintained so that it can be readily accessible using reading software technology for the visually-impaired; and

d) The Claims Administrator shall send via email, in a format readily accessible using reading software technology for the visually-impaired, the Claim Form and/or Notice to any individual who requests said document during the Claims Period.

10.2.2 In addition to the above, the California Notice shall be disseminated as follows:

a) The Claims Administrator shall contact the following list of organizations in California to determine the contact information for each organization, and, to the extent feasible (i.e., the organization still exists and is willing to provide an email address), shall email a copy of the California Notice to each organization:

AFB AccessWorld Magazine	California School for the Blind	Guide Dogs of America
Blind & Visually Impaired Center of Monterey County	Center for Blind and Visually Impaired	Junior Blind of America
Braille Institute of America	Community Center for the Blind	Lions Center for the Blind
California Department of Rehabilitation: Orientation Center for the Blind	East Bay Center for the Blind	Matilda Ziegler Magazine for the Blind
	Guide Dogs for the Blind	San Diego Center for the Blind and Vision Impaired
	Guide Dogs for the Desert	Santa Clara Valley Blind Center
		Society For The Blind

The Hatlen Center for the Blind	Marin Center for Independent Living	Easter Seals (nationwide)
Vista Center	Placer Independent Resource Services	Far Northern Regional Center
Access to Independence	Resources for Independence Central Valley	Golden Gate Regional Center
Center for Independence of Individuals with Disabilities	Rolling Start Center for Independent Living	North Bay Regional Center
Center for Independent Living	Services Center for Independent Living	Paralyzed Veterans of America
Central Coast Center for Independent Living	Silicon Valley Independent Living Center	Paralyzed Veterans of America (Bay Area)
Community Access Center	Southern California Rehabilitation Services, Inc.	Redwood Coast Regional Center
Community Resources for Independent Living	Alta California Regional Center	Regional Center of the East Bay
Dayle McIntosh Center	American Association of People with Disabilities	San Andreas Regional Center
Disability Services and Legal Center	American Council of the Blind	San Francisco Lighthouse for the Blind
Disabled Resources Center, Inc.	American Foundation for the Blind	United Spinal Association
Independent Living Center of Kern County	Bay Area Outreach Recreation Program	Valley Mountain Regional Center
Independent Living Resource Center	Californians for Disability Rights	California Foundation for Independent Living Centers
Independent Living Resource Center San Francisco	Central Valley Regional Center	FREED Center for Independent Living
Independent Living Resources of Solano and Contra Costa Counties	Disability Rights California	
Independent Living Services of Northern California	Easter Seals (Bay Area)	

10.2.3 At least fourteen (14) days before the Fairness Hearing, the Claims Administrator will provide declarations to the Court, attesting that they disseminated notice consistent with this Settlement Agreement.

10.3 The Parties shall ask the Court to order the following procedures for objections: Any Settlement Class Member may object to the proposed Agreement by filing, within sixty (60) days of the Notice Deadline, written objections with the Clerk of the Court. Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the Fairness Hearing. Responses by Coinstar and Class Counsel to any timely-filed objections shall be made no less than fourteen (14) business days before the Fairness Hearing.

11. Monetary Relief to California Sub-Class and Claims Procedure.

11.1 Monetary Settlement Funds. To satisfy and settle all claims for damages of the California Sub-Class regarding violations of California law alleged in the Consolidated Complaint, Coinstar shall pay \$500,000.00 (the California Settlement Amount), which shall be deposited into the California Settlement Fund, to be allocated among Eligible Claimants in the manner set forth in this paragraph 11.

11.2 Date of Payment. Within ten business (10) days after the Effective Date, Coinstar shall transfer to an interest-bearing trust account the California Settlement Amount. All interest earned on the account shall be added to the California Settlement Fund. The California Settlement Fund shall not be used, either directly or indirectly, to make any payments under this settlement other than those listed in this Paragraph 11. Once this Agreement becomes Final, no portion of the California Settlement Fund shall revert back to Coinstar under any circumstance.

11.3 The Claims Administrator shall: (1) establish and maintain the Settlement Website; (2) provide Notice to Settlement Class Members in a manner consistent with Section 10 and as Ordered by the Court; (3) distribute the Claim Forms to California Sub-Class Members; (4) receive and track returned Claim Forms; (5) obtain supplemental information from claimants, as necessary; (6) receive and forward to the Parties and Court requests to opt-out; (7) verify the validity of each Claim Form submitted and certify those who are Eligible Claimants; (8) administer and disburse awards from the California Settlement Fund; and (9) perform such other duties as agreed by the Parties and/or Ordered by the Court that are necessary to carry out the provisions of the Agreement. The Claim Form and Claim Form Instructions are attached as Exhibits D and E to this Agreement. If they so choose, Class Counsel may post the same information contained on the Settlement Website on each of their respective websites provided, however, that they inform class members that Claim Forms may only be requested from the Claims Administrator directly.

11.3.1 Distribution of Claim Forms to California Sub-Class Members. Commencing with the Notice Deadline and continuing through the Claims Period, the Claim Form and Claim Form Instructions shall be available on-line at the Settlement Website in a manner which shall allow California Sub-Class Members either to fill out and submit the Claim Form on-line or download the form for printing and submission by mail. In addition, the Claims Administrator shall email or mail a Claim Form and Claim Form Instructions to each potential California Sub-Class Member who makes a written or electronic request therefor. For any request for a Claim Form received prior to the end of the Claims Period, the Claims Administrator shall email or mail the Claim Form and Claim Form Instructions within three (3) business days (excluding weekends and holidays) after receiving a written, telephonic, or

electronic request for a Claim Form from a potential California Sub-Class Member. Any electronic, written, or telephonic request for Claim Forms received by Class Counsel or Coinstar's counsel shall be forwarded to the Claims Administrator by electronic mail or facsimile within four (4) business days of its receipt, and within three (3) business days of receipt by the Claims Administrator, the Claims Administrator shall email or mail a Claim Form and Claim Form Instructions to the potential claimant. Any potential claimant who telephones Class Counsel or Coinstar's counsel and requests a Claim Form shall be referred to the Claims Administrator.

11.3.2 Filing of Completed Claim Forms. All claims for monetary payment from the California Settlement Fund shall be made electronically or in writing using the Claim Form and submitted either by mail or through an on-line procedure established by the Claims Administrator for this purpose. All Claim Forms must be submitted under penalty of perjury, either through a signature on Claim Forms submitted by mail or through a click-through agreement for Claim Forms submitted on-line. In addition, Claimants will be required, either through a signature on Claim Forms submitted by mail or through a click-through agreement for Claim Forms submitted on-line, to waive any rights or causes of action arising from the disclosure of information provided on the Claim Form. Each potential California Sub-Class Member, including minors, must submit his or her own Claim Form and may submit only one Claim Form. A parent or legal guardian may complete a Claim Form on behalf of a minor. A designated representative may complete a Claim Form on behalf of a claimant who, because of disability, cannot sign his or her name. Any parent or legal guardian who completes a Claim Form on behalf of a claimant must identify himself or herself on the Claim Form and submit the Claim Form under penalty of perjury.

11.3.3 Review of Claim Forms. The Claims Administrator shall initially review all Claim Forms to determine if the form is filled out completely, and in the case of Claim Forms submitted by mail, is signed properly, and postmarked by the last day of the Claims Period and received by the Claims Administrator within seven (7) days of the Claims Period (“Valid Claims”). Valid Claims shall also include Claim Forms received electronically through the on-line click through and/or by email by the Claims Administrator during the Claims Period. If the Claim Form is incomplete or not properly signed, the Claims Administrator shall return the Claim Form to the claimant, by mail if the claimant submitted the Claim Form by mail or by email if the claimant submitted the Claim Form electronically. The claimant shall be given a deadline of thirty (30) days from the date of that mailing or email, within which the Claims Administrator must receive a corrected Claim Form. The failure of a claimant to complete and return a corrected Claim Form such that it is received by the Claims Administrator within thirty (30) days shall, unless otherwise ordered by the Court, result in a denial of his or her claim.

11.3.4 Approval of Claims. The Claims Administrator shall then conduct a review of all Claim Forms to determine whether they present Valid Claims submitted by Eligible Claimants in accordance with the terms and provisions of this Agreement.

11.3.5 Disputed Claims. If upon initial review of the Claim Form, the Claims Administrator is unable to determine whether it describes a Valid Claim, the Claims Administrator shall so notify the claimant by email or mail and state the reasons why the information contained on the Claim Form is insufficient. The claimant shall be given thirty (30) days thereafter in which to supplement or amend the Claim Form or provide such other information he or she wishes to assist the Claims Administrator in determining the validity of the claim. Upon further review of the Claim Form, including such additional information as may be

submitted by the claimant, the Claims Administrator shall (i) approve the claim, in which case, the claimant is eligible for an award from the California Settlement Fund; or (ii) reject the claim. The Claims Administrator shall bear responsibility for determining which Claim Forms are considered Valid Claims. Neither the Parties nor their counsel shall have any responsibility for such determinations. Nothing herein shall restrict the Court's ability to overturn the Claims Administrator's determination regarding a particular submission at the Fairness Hearing.

11.3.6 Rejected Claims. If the Claims Administrator rejects a claim as not meeting the terms or provisions of this Agreement, the Administrator shall so notify the claimant by email or mail.

11.3.7 Deadline for Claims Administrator to Review All Claims. The Claims Administrator shall complete its review and issue a determination as to claim eligibility of all Claim Forms within ninety (90) days of the end of the Claims Period.

11.4 At least fourteen (14) days before the Fairness Hearing, the Claims Administrator will provide a declaration to Class Counsel, who shall file it with the Court, detailing any written requests to be excluded from the Class Payment from California Settlement Fund to Eligible Claimants.

11.5 Each Eligible Claimant shall be entitled to make only one claim. All eligible claimants shall divide the California Settlement Fund on a pro rata basis, with each individual claimant being entitled to a maximum award of \$4,000.00. If, however, the total dollar amount to be paid to Eligible Claimants exceeds \$4,000.00, then the amount paid per claim shall be reduced pro rata so that the total amount paid to Eligible Claimants does not exceed the California Settlement Fund. Should any amount remain in the California Settlement Fund, it shall be considered part of the Cy Pres Fund.

11.6 Not later than fourteen (14) days after the deadline for completion of the claims administration process set forth in Paragraph 11.3.7, the Claims Administrator shall provide Class Counsel and Coinstar with a list of the names, addresses (physical and/or email), telephone numbers, a copy of the Claims Forms, and the amount of the validated award from the California Settlement Fund, of all persons who have submitted claims in connection with this Lawsuit. The Claims Administrator shall include its determination as to which claimants are Eligible Claimants, which claims are Valid Claims, and which Claim Forms have been rejected (and why).

11.7 Within thirty (30) days after the Effective Date, the Claims Administrator shall cause to be mailed checks in the amounts specified in the claims determination process, and 1099 forms to Eligible Claimants. All checks shall be negotiable for no more than six (6) months from the date of mailing.

11.8 All returned checks of claimants for whom no additional address is obtained shall be held by the Claims Administrator for sixty (60) days. If no claim is made for such checks during this time period, the funds from such checks shall become part of the funds to be allocated to the Cy Pres Recipients and distributed in accordance with Section 3.14 and 11.9 of this Agreement.

11.9 Cy Pres. If any portion of the California Settlement Fund has not been distributed as provided for in this Agreement after a period of four hundred (400) days has elapsed from the date on which settlement checks are mailed by the Claims Administrator, then such remaining amounts shall be distributed to a Cy Pres Recipient(s) as approved by the Court. Prior to Final Approval, the Parties shall jointly suggest to the Court three potential Cy Pres recipients. No unused portion of the California Settlement Fund shall revert to Defendants.

11.10 Opt-Out Right.

11.10.1 Any potential California Sub-Class Member (but not a Named Plaintiff) may request exclusion from the Settlement Class for purposes of monetary relief only. Potential California Sub-Class Members who wish to opt out for purposes of participation in the monetary portion of the settlement must submit request for exclusion (“Opt-Out Statement”) to the Claims Administrator using the system established by the Court-ordered notice to the class. Opt-Out Statements must be received by the Claims Administrator during the Claims Period. The Opt-Out Statement shall, at minimum, contain the following language or words to the same effect, and an Opt-Out Form is included in Exhibit G:

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.

11.10.2 The Settlement Website shall contain an on-line feature for members of the California Sub-Class to opt out, either by submitting an Opt-Out Statement on-line or downloading an Opt-Out Statement for printing and submission by mail.

11.10.3 To the extent a potential California Sub-Class Member submits an Opt-Out Statement with language that materially differs from the foregoing, either Party reserves the right to seek review of the Court to have the Opt-Out Statements declared valid or invalid. All potential California Sub-Class Members who do not timely opt out of the damages provisions of this Agreement shall be bound by the resolution of any and all issues arising in connection with the California Sub-Class claims for damages. If a California Sub-Class Member submits both an Opt-Out Statement and a Valid Claim (defined above in Paragraph 11.3.3), the Claims

Administrator will attempt to determine which one the individual submitting the forms wants to control and, absent such a determination, the Opt-Out Statement will be rejected and the Valid Claim will be accepted.

11.10.4 No Settlement Class Member, including the California Sub-Class, may opt out of the release of claims for injunctive relief of this Agreement. No Named Plaintiff may opt out of any of the provisions of this Agreement.

11.10.5 The Claims Administrator shall stamp the date received on the original of any written Opt-Out Statement it receives, and keep an electronic record of the date it received any electronic Opt-Out Statement. The Claims Administrator shall provide copies of the Opt-Out Statements to Class Counsel and Coinstar's counsel not later than three (3) business days after receipt thereof and shall file the Opt-Out Statements with the Clerk of the Court not later than fourteen (14) days prior to the date set for the Fairness Hearing. The Claims Administrator shall retain copies of all Opt-Out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

12. **Final Approval.**

12.1 The Parties shall use their best efforts to seek entry by the Court of a Final Order substantially in the same form as Exhibit F attached hereto. The Final Order shall include terms as set forth in Section 3.22 above.

12.2 The Parties agree to support entry of a Final Order, including through any Review Proceeding. The Parties covenant and agree that they will reasonably cooperate with one another in obtaining the Final Order as contemplated herein at the Fairness Hearing and will not do anything inconsistent with this Settlement Agreement in seeking to obtain the Final Order.

12.3 Notwithstanding anything in this Agreement, the Parties agree not to oppose any Review Proceeding by either Plaintiffs or Defendant of the Court's decision(s) (if any) to not finally approve the Settlement, including Class Counsel's request for an award of attorneys' fees, litigation costs, and Case Contribution Awards for the Named Plaintiffs, unless the Party seeking such Review Proceedings is asserting a position or positions in the Review Proceedings that is/are inconsistent with this Settlement.

13. **Dispute Resolution.** Any disputes relating to this Agreement shall be resolved according to the following procedure:

13.1 Meet and Confer. If any Party believes that a dispute exists relating to this Agreement, it shall notify the other Party or Parties. The Parties involved with the dispute (the "Involved Parties") shall meet and confer in good faith, in an effort to reach agreement. A Party not involved with or impacted by the dispute has no obligation to participate in the dispute resolution process outlined in this Agreement.

13.2 Voluntary Mediation. If the Involved Parties are unable to resolve the dispute through the meet-and-confer process within thirty (30) days, the Involved Parties may consider mediation in an effort to reach agreement, but mediation is not required. The Involved Parties shall make reasonably diligent efforts to utilize video conferencing or other cost-effective formats for mediation sessions held pursuant to this Section. This agreement to use mediation as a possible means of dispute resolution shall not be construed as an admission that either side agrees in advance to pay the other side's fees and costs, or the mediator's fees, associated with any mediation session. Mediation-related fees and costs should be resolved in the context of the mediation. Any Involved Party may elect, after meeting and conferring with the other Involved

Parties, to skip voluntary mediation and have the dispute resolved in accordance with Section 13.3.

13.3 **Submission to U.S. Magistrate Judge.** If the Involved Parties are unable to resolve the dispute through the meet and confer process or, if selected, mediation, within sixty (60) days after notification of the dispute in accordance with Section 13.2, the sole manner for resolving the dispute is for a Party to present the dispute to the United States Magistrate Judge assigned jurisdiction over the enforcement of this Settlement. The Parties agree that the Magistrate Judge's ruling shall be final and non-appealable, and may not be objected to. Attorneys' fees and costs incurred in connection with bringing a dispute before the Magistrate Judge shall be awarded in accordance with applicable law.

14. **Attorneys' Fees and Costs.** Coinstar agrees to pay \$210,000.00 in attorneys' fees and costs to class counsel for their work on this matter, subject to the Court's approval of such payment. Such fees and costs are payable within ten business (10) days of the Effective Date of this Agreement. Coinstar shall not oppose Plaintiffs' application for attorneys' fees and costs in the amount of \$210,000.00. In the event that the Court reduces the amount of attorneys' fees and costs, Coinstar will only pay the amount authorized by the Court.

15. **Continuing Jurisdiction.** The Parties agree that the United States District Court for the Eastern District of Pennsylvania shall have continuing jurisdiction throughout the Term of this Agreement to interpret and enforce this Agreement as provided in Section 13 herein. The Parties agree to jointly request that the Court appoint a United States Magistrate Judge in the Eastern District of Pennsylvania for the purpose of such ongoing enforcement jurisdiction upon final approval of the agreement or at any other such time the Court deems necessary.

16. **Payment of Claims Administrator.** Coinstar shall be responsible for payments due to the Claims Administrator to cover the Claims Administrator's reasonable fees, expenses, and costs up to \$25,000.00. Any costs in excess of \$25,000.00 will be paid for from the California Settlement Fund. In no event will Coinstar be responsible for payments to the Claims Administrator in excess of \$25,000.00.

17. **Releases.**

17.1 Release of Claims for Injunctive Relief.

17.1.1 Effective on the date of the Final Approval, Named Plaintiffs and the Settlement Class Members and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (the "Injunctive Releasing Parties"), in consideration of the relief set forth herein fully and finally release Coinstar and its present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns from the Released Injunctive Claims as defined below.

17.1.2 The "Released Injunctive Claims" are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief relating to the subject matter of the Lawsuit, arising between February 8, 2014 (for all states and the District of Columbia excluding California) and February 8, 2013 in California through the date of Final Approval of this Agreement. The "Released Injunctive Claims" also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for injunctive or declaratory relief based on conduct that occurs after Final Approval of this Agreement and during the Term of this Agreement to the extent that such

claims arise out of or relate to actions, omissions, or conduct that are in compliance with the terms of this Agreement.

17.2 Release of Claims for California Sub-Class.

17.2.1 Effective on the date of Final Approval, Named Plaintiff Brett Boyer and all California Sub-Class Members who have not previously opted out of this Agreement pursuant to Section 11.10.1 herein, and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (collectively, the “Damages Releasing Parties”), in consideration of the relief set forth herein fully and finally release Coinstar and its present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns from the Released Damages Claims as defined below.

17.2.2 The “Released Damages Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, causes of action, and liabilities of any kind of damages relating to the subject matter of the Lawsuit, including but not limited to violations of the Unruh Civil Rights Act, California Civil Code §§ 51 et seq., the Disabled Persons Act, California Civil Code §§ 54 et seq., Americans with Disabilities Act, 42 U.S.C. §§ 12181 et seq. arising between February 8, 2013 through entry of the Preliminary Approval and Scheduling Order. Also released are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief relating to the subject matter of the Lawsuit, arising between February 8, 2013 through entry of the Preliminary Approval and Scheduling Order. This also includes all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for injunctive or declaratory relief based on conduct that occurs after Final Approval of this Agreement and during the Term of this

Agreement to the extent that such claims arise out of or relate to actions, omissions, or conduct that are in compliance with the terms of this Agreement.

17.2.3 **Section 1542 Waiver.** The Releasing Parties waive (i) all rights that they may have based on any unknown and undiscovered facts relating to the subject matter of the lawsuit, including but not limited to claims for violations of the Unruh Civil Rights Act, California Civil Code §§ 51 et seq., the Disabled Persons Act, California Civil Code §§ 54 et seq., the Americans with Disabilities Act, 42 U.S.C. §§ 12181 et seq. and (ii) all rights that are provided in California Civil Code Section 1542 relating to the subject matter of the lawsuit which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

18. **Press Releases.** Unless a party consents otherwise, press releases regarding the Settlement Agreement and anything related thereto (including but not limited to the modifications being made to the Coinstar Kiosks) will be jointly issued by Class Counsel and Coinstar, and all parties will have a reasonable opportunity to review and comment on the release. No party shall issue such a release without the approval of all parties.

19. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Coinstar, the Named Plaintiffs, Class Counsel, and the Settlement Class (including the California Sub-Class) regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

20. **Communications to Coinstar and Class Counsel.** Unless otherwise indicated in the Agreement, all notices or communications required by this Agreement shall be in writing by email and U.S. Mail or overnight delivery service addressed as follows:

20.1 To the Named Plaintiffs, Class Counsel, or the Settlement Class: Gerald D. Wells, III, Connolly Wells & Gray, LLP, 2200 Renaissance Blvd., Suite 275, King of Prussia, PA 19406, gwells@cwglaw.com and Eric Rayz, Kalikhman & Rayz, LLC, 1051 County Line Road, Suite A, Huntingdon Valley, PA 19006, erayz@kalraylaw.com

20.2 To Coinstar: Amanda Beane, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, abeane@perkinscoie.com and Sue Stott, Perkins Coie LLP, 505 Howard Street, Suite 1000, San Francisco, CA 94105, [sstott@perkinscoie.com](mailto:ssott@perkinscoie.com).

21. **Modification.** Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no modification of this Agreement shall be effective unless it is pursuant to Court Order.

22. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

23. **Execution by Facsimile and in Counterparts.** This Agreement may be executed by the Parties hereto by facsimile or PDF signatures and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

23.1 The Named Plaintiffs may, if they so choose, execute this Agreement via electronic signature if they do not sign the Agreement physically themselves.

24. **Duty to Support and Defend Agreement.** Named Plaintiffs, Class Counsel, and Coinstar each agree to abide by all of the terms of this Agreement in good faith and to support it fully, and shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

25. **Class Action Fairness Act (CAFA).** Coinstar will provide information concerning the Agreement in compliance with CAFA. Coinstar shall bear any and all costs associated with CAFA compliance. Any failure by Coinstar to effectuate proper CAFA notice shall not in any way impact this Settlement, other than the releases set forth herein.

26. **Deadlines.** The Parties and the Court recognize that from time to time unforeseen events, including but not limited to, exigent business circumstances, labor disputes, natural disasters, personnel issues, and negotiations with third parties, cause delays in the accomplishment of objectives no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Parties that it anticipates a delay, the reasons for the delay, and proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Party does not agree to the proposed delay, the Parties shall resolve the dispute using the procedures described in Section 13 herein.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,

BY: _____
Plaintiff April Nguyen

Date: _____

BY: _____
Plaintiff Brett Boyer

Date: _____

BY:  _____
Coinstar, LLC

Date: 30 June 2017

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,



Date: 7/3/17

Date: _____

Date: _____

Date: _____

Exhibit A

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 IN ALL 50 STATES AND THE DISTRICT OF COLUMBIA STARTING ON FEBRUARY 8, 2014 THROUGH [DATE OF PRELIMINARY APPROVAL], 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 kiosks 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 [date of preliminary approval].

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 [date of preliminary approval].

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 [date of preliminary approval], 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.**INSERT**.com, by **DATE** or can be requested from Class Counsel (contact information below) after **DATE**.

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 **DATE** 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 [**date of preliminary approval**], 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.XXX.com or by requesting a claim form from [XXX](#), the Claims Administrator, by phone, letter, fax, or email at:

INSERT
(add fax and email address for claims)

All claims submitted online must be received by **DATE**.

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.XXX.com, or 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 **DATE**. 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 **DATE** at **TIME**, before Judge Lawrence F. Stengel at the **LOCATION**. 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.INSERT.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.INSERT.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 www.XXX.com, **phone and fax**.

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:
Gerald D. Wells, III
Stephen E. Connolly
Connolly Wells & Gray, LLP
2200 Renaissance Boulevard,
Suite 275
King of Prussia, PA 19406
Telephone: 610 822 3700
E-mail: gwells@cwglaw.com
E-mail: sconnolly@cwglaw.com

Class Counsel:
Arkady "Eric" Rayz
Kalikhman & Rayz, LLC,
1051 Country Line Road, Ste. A,
Huntingdon Valley, PA 19006
Telephone: 215 364-5030
E-mail: erayz@kalraylaw.com

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.

Exhibit B

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 [DATE OF PRELIMINARY APPROVAL], EXCEPT IN CALIFORNIA WHERE THE STARTING DATE IS FEBRUARY 8, 2013.

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 lawsuit alleges that Coinstar, LLC (fka Outerwall Inc.) violated federal law and California state law by offering services at self-service, touchscreen Coinstar kiosks that the lawsuit alleges were not independently useable by persons who are Legally Blind. Coinstar denies all liability in the case. In the proposed settlement, Coinstar will complete modification of 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. Further information regarding the modifications is available at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

If you used or attempted to use a Coinstar Kiosk in California at any point between February 8, 2013 and [date of preliminary approval], you may be entitled to payment of money as part of this settlement. This is because the California law allegedly violated allows for monetary payments. Depending on the number of individuals who submit a valid Claim Form, California Sub-Class Members may be eligible for up to \$4,000.00 in monetary relief under the settlement. You may complete and submit a claim form on the settlement website at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) or by requesting a Claim Form from XXX, the Claims Administrator, by phone, letter, fax, or email at: INSERT, (add fax and email address for claims). All claims submitted must be received by DATE. Further information regarding the California Sub-Class is available at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)

You also have the right to object to the settlement. California Sub-Class Members also have the right to opt-out of the damages portion of the settlement only. If you do either, your documents must submitted must be received by DATE. The settlement website [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) contains a more detailed notice with procedures for opting-out of the damages portion of the settlement and to objecting to the settlement, and information about other provisions of the settlement, including attorneys' fees and costs.

Any questions about the settlement, including requests for documents in alternate accessible formats, should be directed to class counsel using the contact information below.

Claims Administrator:
INSERT

Class Counsel:
Gerald D. Wells, III
Stephen E. Connolly
Connolly Wells & Gray, LLP
2200 Renaissance Boulevard,
Suite 275
King of Prussia, PA 19406
Telephone: 610 822 3700
E-mail: gwells@cwglaw.com
E-mail: sconolly@cwglaw.com

Class Counsel:
Arkady "Eric" Rayz
Kalikhman & Rayz, LLC,
1051 Country Line Road, Ste. A,
Huntingdon Valley, PA 19006
Telephone: 215 364-5030
E-mail: erayz@kalraylaw.com

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

APRIL NGUYEN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

OUTERWALL, INC., *et al.*,

Defendants.

Civil Action No. 16-cv-00611

BRETT BOYER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

OUTERWALL, INC., *et al.*,

Defendants.

Civil Action No. 17-cv-00853

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL; CERTIFYING THE
SETTLEMENT CLASS; ISSUING A SCHEDULING ORDER REGARDING CLASS
ACTION SETTLEMENT; AND DIRECTING NOTICE TO THE CLASS**

The Court has been advised that the parties to this action, April Nguyen and Brett Boyer (hereinafter referred to collectively as “Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class Members and Defendant Outerwall Inc., (now known as Coinstar, LLC, “Coinstar”) have agreed, subject to Court approval, to settle the above-captioned lawsuits upon the terms and conditions set forth in the parties’ Settlement Agreement which was attached to the Declaration of Gerald D. Wells, III (hereinafter referred to as the “Agreement”). The parties have applied to this Court through a joint motion for an order (1) certifying the proposed class for settlement purposes only, (2) granting preliminary approval of the Agreement resolving all claims in the above-captioned matter, (3) directing notice to the

settlement class, and (4) setting a fairness hearing;

NOW, THEREFORE, based upon the Agreement and all of the records and proceedings herein, and it appearing to the Court that upon preliminary examination the Agreement appears fair, reasonable and adequate, and that a hearing should and will be held to confirm that the Agreement and settlement are fair, reasonable and adequate; whether to grant class certification for purposes of settlement only; and to determine whether a Final Order should be entered in this Lawsuit;

AND the Court, having reviewed Plaintiff's Motion for Preliminary Approval and supporting documentation, makes a preliminary determination that the Class may be certified under Fed. R. Civ. P. 23 for settlement purposes;

IT IS HEREBY ORDERED:

1. The Court deeming that the definitions set forth in the Agreement are hereby incorporated by reference herein this Order (with capitalized terms as set forth in the Agreement).
2. The Motion for Preliminary Approval of the Agreement is granted. All pending deadlines are hereby vacated.
3. The Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.
4. "Settlement Class Members" – Pursuant to Fed. R. Civ. P. 23(b)(1) and/or (b)(2), the Court has made a preliminary determination of certification, for settlement purposes only, as a class action on behalf of the following class of individuals (hereinafter referred to as the "Settlement Class Members"):

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 excluding California and February 8, 2013 in California and continuing through the entry of this order.

5. Preliminary Determination on Class Certification – The Court preliminarily determines that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23 for settlement purposes only, namely:¹

- A. The class is so numerous that joinder of all members is impracticable;
- B. The claims of the Representative Plaintiffs are typical of those of the other members of the Class;
- C. There are questions of fact and law that are common to all members of the Class which predominate over any questions affecting only individual members;
- D. The Class Representative will fairly and adequately protect the interests of the Class and has retained Class Counsel experienced in consumer class action litigation who have and will continue to adequately represent the Class;
- E. Class treatment of these claims will prevent inconsistent or varying adjudications with respect to individual class members and/or adjudication of an individual class member's claim is, effectively, dispositive of the interests of other members of the class; and
- F. Relief is appropriate with respect to the class as a whole for the purposes of settlement.

¹ Certification of the Settlement Class shall be solely for settlement purposes and without prejudice in the event that the Agreement is not finally approved by this Court or otherwise does not take effect. Certification of the Settlement Class shall be vacated and shall have no effect in the event that the Agreement is not finally approved by this Court or otherwise does not take effect.

6. “California Sub-Class Members” - Pursuant to Fed. R. Civ. P. 23(b)(3), the Court has made a preliminary determination of certification, for settlement purposes only, as a class action on behalf of the following class of individuals (hereinafter referred to as the “California Sub-Class”):

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 February 8, 2013 and continuing through the entry of this order.

7. Preliminary Determination on Class Certification of the California Sub-Class – The Court preliminarily determines that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23 for the California Sub-Class for purposes of settlement only, namely:²

A. The California Sub-Class is so numerous that joinder of all members is impracticable;

B. The claims of the Representative Plaintiff Brett Boyer are typical of those of the other members of the California Sub-Class;

C. There are questions of fact and law that are common to all members of the California Sub-Class which predominate over any questions affecting only individual members;

D. The Class Representative Brett Boyer will fairly and adequately protect the interests of the California Sub-Class and has retained Class Counsel experienced in

² Certification of the California Sub-Class shall be solely for settlement purposes and without prejudice in the event that the Agreement is not finally approved by this Court or otherwise does not take effect. Certification of the California Sub-Class shall be vacated and shall have no effect in the event that the Agreement is not finally approved by this Court or otherwise does not take effect.

consumer class action litigation who have and will continue to adequately represent the California Sub-Class;

E. Questions of law or fact common to members of the California Sub-Class predominate over any questions affecting only individual members; and

F. Class treatment of these claims is superior to other available methods for the fair and efficient adjudication of this controversy and will be efficient and manageable, thereby achieving judicial economy.

8. The Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, appears in all respects to be fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class Members, in light of the benefits to the Settlement Class Members; the strength and weakness of the Plaintiffs' case; the complexity, expense and probable duration of further litigation; and the risk and delay inherent in possible appeals.

9. With respect to the California Sub-Class, the Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, also appears in all respects to be fundamentally fair, reasonable, adequate, and in the best interests of the California Sub-Class, in light of the benefits to the California Sub-Class; the strength and weakness of the Plaintiff Boyer's claims; the complexity, expense and probable duration of further litigation; and the risk and delay inherent in possible appeals..

10. "Representative Plaintiffs" and "Settlement Class Counsel" Appointment – Pursuant to Fed. R. Civ. P. 23, Plaintiff April Nguyen and Brett Boyer are preliminarily appointed as the Representative Plaintiffs for the Settlement Class Members and the law firms of Connolly Wells & Gray, LLP and Kalikhman & Rayz, LLC are preliminarily appointed as

counsel for the Settlement Class Members (hereinafter referred to as “Settlement Class Counsel”). Plaintiff Brett Boyer is also preliminarily appointed as the Representative Plaintiff for the California Sub-Class and Settlement Class Counsel are preliminarily appointed as counsel for the California Sub-Class.

11. “Notice” – The Court approves the form and substance of the notice of proposed class action settlement, attached to the Agreement as Exhibits A to F. The proposed form and method for notifying the Settlement Class Members, including California Sub-Class, of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B), Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights. Settlement Services, Inc. (“SSI”), is appointed as the Claims Administrator. In accordance with the Agreement, SSI shall cause notice to be effectuated as set forth in Section 10 of the Agreement.

12. “California Settlement Fund” – In order to receive a portion of the California Settlement Fund, as described in the Agreement at Section 11, California Sub-Class Members must complete and return the Claim Form to the Settlement Administrator, received by _____.

13. “Opt-Outs”/“Exclusions” – Any California Sub-Class Member who desires to be excluded from the California Sub-Class must send a written request for exclusion to the Claims Administrator in accordance with the procedure set forth in the Agreement in Section 11. To be effective, the written request for exclusion shall, at minimum, 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” in accordance with Section 11.10 of the Agreement. Any Settlement Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of the Agreement.

14. “Objections” – Any Settlement Class Member who intends to object to the fairness of the Settlement must file a written objection with the Clerk of this Court by _____, 2017 (which is at least 60 days from the first publication date in the Braille Monitor or Braille Forum of class notice). In any written objection, the Settlement Class Member must set forth his or her full name, address, and signature, along with a statement of the reasons for his or her objection. Any Settlement Class Member who does not file a valid and timely objection to the settlement shall be barred from objecting. Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the Fairness Hearing. Responses by Coinstar and Class Counsel to any timely-filed objections shall be made no less than fourteen (14) business days before the Fairness Hearing.

15. “Final Approval” – The Court shall conduct a hearing (Fairness Hearing) on _____, in Courtroom _____, commencing at _____ m., to review and rule upon the following issues:

A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 23;

B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interests of the members of the Settlement Class and California

Sub-Class, and should be approved by the Court;

C. Whether the Final Order, as provided under the Agreement, should be entered, dismissing the Lawsuit with prejudice, and implementing the releases set forth in the Agreement;

D. To discuss and review Named Plaintiffs' Case Contribution Award; and

E. To discuss and review Settlement Class Counsel's fees and expenses and any other issues as the Court deems appropriate.

16. Attendance of the Settlement Class Members at the Fairness Hearing is not necessary. Members of either the Settlement Class and California Sub-Class need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement Class Members or California Sub-Class members wishing to be heard, however, are required to indicate in any written objection whether or not they intend to appear at the Fairness Hearing. The Fairness Hearing may be postponed, adjourned, transferred or continued without further notice to the Settlement Class Members (except those who have filed timely objections or entered appearances).

17. "Supporting Memoranda" – Submissions by the Parties, including memoranda in support of the proposed settlement and responses to any objections, shall be filed with the Court no later than 14 business days prior to the Fairness Hearing. At least fourteen (14) days before the Fairness Hearing, the Claims Administrator will provide a declaration to Class Counsel, who shall file it with the Court, detailing any written requests to be excluded from the Class Payment from California Settlement Fund to Eligible Claimants. In addition, the Claims Administrator shall provide copies of the Opt-Out Statements to Class Counsel and Coinstar's counsel who shall file the Opt-Out Statements not later than fourteen (14) days prior to the date set for the

Fairness Hearing.

18. “Attorneys’ Fees, Costs and Expenses” – No later than 14 business days prior to the Fairness Hearing, i.e., by _____, 2017, Settlement Class Counsel shall file an application for attorney’s fees, costs and expenses, as set forth in the Agreement. The Claims Administrator shall post this motion for reasonable fees and costs, and any exhibits thereto, to the Settlement Website.

19. The Court will thereafter make a determination on Settlement Class Counsel’s reasonable attorney’s fees, costs and expenses to be paid by Coinstar, which shall not exceed \$210,000.00, pursuant to the Agreement at Section 14.

20. The Agreement and this Order shall be null and void if any of the following occur:

A. If any specified condition to the settlement set forth in the Agreement is not satisfied and the satisfaction of such condition is not waived in writing by the Parties;

B. The Court rejects, in any material respect, the Final Order substantially in the form and content attached to the Agreement and/or the Parties fail to consent to the entry of another form of Order in lieu thereof;

C. The Court rejects any component of the Agreement, including any amendments thereto approved by the Parties; or

D. The Court approves the Agreement, including any amendments thereto approved by the Parties, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

21. If the Agreement and/or this Order are voided per ¶ 19 of this Order, then the Agreement shall be of no force and effect and the Parties’ rights and defenses shall be restored,

without prejudice, to their respective positions as if the Agreement had never been executed and this Order never entered.

22. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

23. The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Agreement.

IT IS SO ORDERED:

LAWRENCE F. STENGEL, U.S.D.J.

Exhibit D

CLAIM FORM: California Sub-Class

April Nguyen v. Outerwall, Inc., Civil Action No. 5:16-cv-00611-LS
Brett Boyer v. Outerwall, Inc., Civil Action No. 2:17-cv-00853

**IT IS IMPORTANT THAT YOU REVIEW THE ACCOMPANYING INSTRUCTIONS
BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM**

**FOR YOUR CLAIM TO BE CONSIDERED, YOU MUST COMPLETE THE FORM
AND SUBMIT IT ON-LINE BY **XXXX** OR BY MAIL POST-MARKED NO LATER
THAN **XXXX**.**

You may submit this form on-line at the settlement website www.XXXX.com. Go to the
“Submit Claim Form Online” function on the settlement website and follow the
instructions that appear.

You may also submit this form by mail by filling out the form, signing it at the bottom, and
mailing it to:

INSERT

**YOU MUST COMPLETE THE ENTIRE CLAIM FORM AND SIGN IT UNDER PENALTY
OF PERJURY OR YOUR CLAIM MAY BE DENIED**

1. Full Name	
2. Current Address	
3. Email Address	
4. Home Telephone Number	
5. Day Time Telephone Number	
6. Social Security Number	
7. Age	

To have a valid claim, you must, while in California, have been Legally Blind and, between
February 8, 2013 and [**date of Preliminary Approval**]:

Attempted but were unable to access *or* were deterred from accessing products or
services available at Coinstar Kiosks in California.

For the following questions, numbers 8, 9 and 10, please answer “yes” or “no.”

8. Have you been legally blind at any time between February 8, 2013 and [date of Preliminary Approval] ?

YES _____

NO _____

For the purpose of this claims process, 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 the purposes of this claims process, a Coinstar Kiosk means a Coinstar-branded coin-counting machine that is available at a retail location in the state of California.

9. Did you attempt to use services at a Coinstar Kiosk in California but were unable to access services between February 8, 2013 and [date of Preliminary Approval]?

YES _____

NO _____

10. Between February 8, 2013 and [date of Preliminary Approval], you were deterred from accessing products or services at a Coinstar Kiosk in California? Deterrence includes being unable to independently use the Coinstar Kiosk during the above-referenced time period.

YES _____

NO _____

11. Please list the approximate date or dates that you attempted to use services at a Coinstar Kiosk in California or were deterred from accessing products or services at a Coinstar Kiosk in California.

Date(s): _____

I recognize that by submitting this claim either on-line or by mail, I am affirming under penalty of perjury that the information set forth in my claim is true and correct to the best of my knowledge and belief. Furthermore, by submitting this claim either on-line or by mail, I agree to waive any rights or causes of action arising from the disclosure of information provided herein.

If you are under the age of 18 or submitting this form through a representative, please complete the section below. If not, please sign and date below and submit to the Claims Administrator.

Signature

Date

If claimant is under age 18:

Name of Parent or Legal Guardian: _____

Address of Parent or Legal Guardian, if different from Claimant's:

Day Time Telephone Number of Parent or Legal Guardian, if different from Claimant's:

Signature of Parent or Legal Guardian

Date

If a Designated Representative completed the form on behalf of a Claimant:

Name of Designated Representative: _____

Address of Designated Representative:

Day Time Telephone Number of Designated Representative:

Signature of Designated Representative

Date

Exhibit E

CLAIM FORM INSTRUCTIONS

Read Carefully Before You Complete the Attached Claim Form.

1. To file a claim in this case, you must be an eligible member of the California Sub-Class.
2. Eligible members of the California Sub-Class include 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 the [date of Preliminary Approval] *and* who submit a timely Claim Form requesting to be included in the monetary relief portion of the case. If you wish to receive a portion of the California Settlement Fund, you must submit a Valid Claim Form and not a Request for Exclusion. For additional information about the case and the settlement, see [notice Section ____].
3. For the purposes of this claims process, 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.
4. For purposes of this claims process, a Coinstar Kiosk is a Coinstar-branded automated kiosks that permits individuals to exchange their coins for cash or a value product and is located at a retail store in the state of California.
5. You may be eligible to receive money if you are a member of the California Sub-Class and submit a valid Claim Form. There is a damages fund of \$500,000.00 that will be shared among Eligible Claimants. No Eligible Claimant can receive more than \$4,000.00, and each Eligible Claimant's portion will be shared on a pro-rata basis if the number of Eligible Claimants exceeds the amount in the damages fund. Therefore, you may receive less than \$4,000.00.
6. Each person who wishes to make a claim must submit his or her own Claim Form.
7. You must answer all questions and fill in all applicable blanks on the Claim Form. Failure to complete the Claim Form may result in your claim being denied.
8. If you are preparing a written Claim Form to mail in, you may attach additional sheets if you need more space to answer questions or provide information. Write your full name and the last four digits of your Social Security Number on each additional sheet.
9. If you are filing an online Claim Form, you must complete an online signature indicating that you are submitting the form under penalty of perjury and that the information on the form is true and correct. If you are preparing a written Claim Form to mail in, you must sign the form under penalty of perjury attesting that the information on the form is true and correct. Failure to sign the Claim Form may result in your claim being denied.

10. If you are under 18 years of age, your parent or legal guardian must also sign your Claim Form.
11. Your Claim Form must be **postmarked or submitted online** on or before **XXXX** or **your claim will be denied**. To ensure that you have a record of your claim and date of mailing, you should keep a copy of your signed Claim Form. You should mail the Claim Form by ordinary first-class mail well before the deadline so that the Claims Administrator receives it in time. However, you may also choose to mail the Claim Form via certified mail and, thus, have a copy of the postmarked certified mail receipt. For your records and reference, please keep these instructions.
12. If you want further information about the settlement or have questions about these instructions or about how to complete the Claim Form, please contact the Claims Administrator, **XXXX** or Class Counsel. Contact information **for XXX** and Class Counsel is listed below. **Do not contact the Court or the Clerk of Court.**
13. Filing a Claim Form does not automatically guarantee that you will receive any award of cash. Your claim and the information you provide will be subject to review and verification by the Claims Administrator. You may be asked to provide additional information to support your claim. If you do not respond to a request for additional information by the date such response is due, your claim may be denied.
14. You do not need to have an attorney to help you submit a Claim Form. If you wish to contact Class Counsel, they will attempt to answer any questions you might have. Additionally, if you wish to consult with your own attorney, you may do so at your own expense.
15. It is your responsibility to keep the Claims Administrator advised of any change in your address. If you do not keep the Claims Administrator advised of your current address, any monetary award to which you may be entitled could be forfeited. Any change of address should be reported in writing along with your complete name and signature, Social Security Number, and former address to the Claims Administrator.

Claims Administrator:
INSERT

Class Counsel:
Gerald D. Wells, III
Stephen E. Connolly
Connolly Wells & Gray, LLP
2200 Renaissance Boulevard,
Suite 275
King of Prussia, PA 19406
Telephone: 610 822 3700
E-mail: gwells@cwglaw.com
E-mail: sconolly@cwglaw.com

Class Counsel:
Arkady "Eric" Rayz
Kalikhman & Rayz, LLC,
1051 Country Line Road, Ste. A,
Huntingdon Valley, PA 19006
Telephone: 215 364-5030
E-mail: erayz@kalraylaw.com

Exhibit F

**THE UNITED STATES DISTRICT COURT
FOR EASTERN DISTRICT OF PENNSYLVANIA**

APRIL NGUYEN, individually and on behalf
of all others similarly situated

Plaintiff(s),

v.

OUTERWALL INC.,

Defendant(s).

Civil Action No. 5:16-cv-00611-LS

BRETT BOYER, individually and on behalf of
all others similarly situated

Plaintiff(s),

v.

OUTERWALL INC.,

Defendant(s).

Civil Action No. 2:17-cv-00853

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter came on for hearing on _____, 2017. Upon consideration of the Parties' request for final approval of the Settlement Agreement ("Agreement") between Plaintiffs, April Nguyen and Brett Boyer ("Plaintiffs"), individually, and as representatives of the class(es) of persons defined below, and Defendant, Outerwall, Inc. (now known as Coinstar, LLC "Coinstar"), the Court orders and finds as follows¹:

1. This Court has jurisdiction over the subject matter of this lawsuit, Plaintiffs, members of the Settlement Class and California Sub-Class, and Coinstar.

¹ All capitalized terms set forth herein, unless otherwise noted, shall have the same meaning as set forth in the Agreement.

2. The following Settlement Class is certified pursuant to Fed. R. Civ. P. 23(b)(1) and (b)(2):

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 excluding California and February 8, 2013 in California and continuing through [date of preliminary approval].

3. Based on the Parties' stipulations and for the purpose of settlement: (A) the Settlement Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Settlement Class Members; (C) the Plaintiffs' claims are typical of the Settlement Class Members' claims; (D) Plaintiffs are an appropriate and adequate representative for the Class and their attorneys, Gerald D. Wells, III of the law firm Connolly Wells & Gray, LLP, 2200 Renaissance Blvd., Suite 275, King of Prussia, PA 19406 and Arkady "Eric" Rayz, of the law firm Kalikhman & Rayz, LLC, 1051 County Line Road, Suite "A," Huntingdon Valley, PA 19006, are hereby appointed as Settlement Class Counsel; (E) class treatment of Plaintiffs' claims will prevent inconsistent or varying adjudications with respect to individual class members and/or adjudication of an individual class member's claim is, effectively, dispositive of the interests of other members of the class; and (F) relief is appropriate with respect to the class as a whole for the purpose of settlement.

4. The California Sub-Class is certified pursuant to Fed. R. Civ. P. 23(b)(3):

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 February 8, 2013 and continuing through [date of preliminary approval].

5. Based on the Parties' stipulations and for the purpose of settlement: (A) the California Sub-Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual California Sub-Class members; (C) the Plaintiffs' claims are typical of the California Sub-Class members' claims; (D) Plaintiff Boyer is an appropriate and adequate representative for the Class and his attorneys, Gerald D. Wells, III of the law firm Connolly Wells & Gray, LLP, 2200 Renaissance Blvd., Suite 275, King of Prussia, PA 19406 and Arkady "Eric" Rayz of the law firm Kalikhman & Rayz, LLC, 1051 County Line Road, Suite " A," Huntingdon Valley, PA 19006, are hereby appointed as Settlement Class Counsel; (E) questions of law or fact common to members of the California Sub-Class predominate over any questions affecting only individual members; and (F) class treatment of these claims is superior to other available methods for the fair and efficient adjudication of this controversy and will be efficient and manageable, thereby achieving judicial economy.

6. Excluded from the California Sub-Class are those persons, identified in Exhibit "A" hereto, who timely and validly requested exclusion. The untimely requests for exclusion, identified in Exhibit "B" hereto, are deemed part of the California Sub-Class pursuant to the terms of the Agreement.

7. The Court approved the plan for the dissemination of Notice, including the forms of notice, to the Settlement Class that was set forth in the Agreement. The Court is informed that notice was disseminated pursuant to the Court's order granting preliminary approval of the settlement and the Agreement.

8. _____ objections were filed or received.

9. On _____, _____ the Court held a Fairness Hearing to which Settlement

Class Members and California Sub-Class members, including any with objections, were invited. All California Sub-Class members who submitted a Valid Claim Form shall receive their *pro rata* portion of the California Settlement Fund pursuant to the terms of the Agreement.

10. The Court finds that provisions for notice to the class satisfy the requirements of due process pursuant to the Federal Rules of Civil Procedure, including Rule 23, the United States Constitution and any other applicable law.

11. The Court finds that the settlement is fair, reasonable, and adequate and hereby finally approves the Agreement submitted by the Parties, including the Release and payments by Coinstar. Upon the Effective Date, as that term is defined in the Agreement, Coinstar, or its insurer, shall make the following payments:

- a) Five hundred thousand dollars (\$500,000.00) (“California Settlement Fund”) to be deposited with the Claims Administrator to be distributed in accordance with the terms of the Agreement.
- b) _____ to each Plaintiff as a Case Contribution Award in recognition of his/her efforts in prosecuting these claims on behalf of the class(es).
- c) _____ to be paid to Class Counsel for attorneys’ fees and costs. Class Counsel will not request additional fees or costs from Coinstar.
- d) Coinstar will pay up to \$25,000 to the Claim Administrator arising from or related to the services performed in furtherance of this Settlement pursuant to Section 16 of the Agreement. Any costs in excess of \$25,000.00 will be paid for from the California Settlement Fund.

12. This Court approves the individual and class releases set forth in the Agreement, and the released claims are consequently compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this Order. The Lawsuit and all claims asserted in the Lawsuit are dismissed with prejudice as to the Named Plaintiffs and the Settlement Class Members subject to those who validly and timely opted out of the monetary

relief portion of the Agreement (discussed in this Order in paragraph 6).

13. The Court finds the Agreement is fair and made in good faith.

14. The Court hereby appoints _____ as the Cy Pres Recipient(s) should there be any portion of the California Settlement Fund remaining four hundred (400) days after the Claims Administrator² has mailed the settlement checks to California Sub-Class members who submitted Valid Claim Forms.

15. The terms of the Agreement are incorporated into this Order. This Order shall operate as a final judgment and dismissal *with prejudice* of the claims in this action.

16. Neither the Agreement nor this Order constitutes an admission of liability, fault, or wrongdoing by Defendant, or any of the Releasees, nor a finding of the validity of any claims in this Lawsuit or any violation of law. Nothing in this Order shall be interpreted to prohibit the use of it: (1) in a proceeding to consummate or enforce the Agreement or Judgment; (2) to defend against the assertion of the released claims in any other proceeding, or; (3) as otherwise required by law.

17. The Court finds, in accordance with Fed. R. Civ. P. 54(b), that there is no just reason for delay of enforcement of, or appeal from, this Order.

18. The Court retains continuing and exclusive jurisdiction over the Parties and all matters relating to this matter, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the Settlement and this Order.

19. Without affecting the finality of this Order, Magistrate Judge Elizabeth Hey is hereby appointed to oversee administration of the Settlement, including Sections 6, 7.2, and 13 of the Agreement.

² The Court appointed Settlement Services, Inc. as the Claims Administrator in the Court's order granting preliminary approval of the Settlement.

20. The Parties are hereby ordered to comply with the terms of the Agreement and this Order.

IT IS SO ORDERED:

LAWRENCE F. STENGEL, U.S.D.J.

Exhibit G

OPT-OUT FORM: California Sub-Class

April Nguyen v. Outerwall, Inc., Civil Action No. 5:16-cv-00611-LS
Brett Boyer v. Outerwall, Inc., Civil Action No. 2:17-cv-00853

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.

Signature

Date

Printed Name