

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

ROBERT COHEN and ASHLEY BELTRAN,)
individually and on behalf of all others similarly)
situated,)
)
Plaintiff,)
)
v.)
)
FEDEX OFFICE AND PRINT)
SERVICES, INC.;)

Case No. CIVDS1818604

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FAIRNESS
HEARING**

Defendant.

**IF YOU MADE A PAYMENT AT A FEDEX OFFICE SELF-SERVICE EXPRESS PAY KIOSK
BETWEEN JANUARY 21, 2017 AND AUGUST 23, 2017 USING YOUR CREDIT OR DEBIT CARD
AND RECEIVED A PRINTED RECEIPT SHOWING THE FIRST TWO AND LAST FOUR DIGITS
OF YOUR CARD NUMBER, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND YOU MAY BE ENTITLED TO BENEFITS**

***YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
PLEASE READ THIS NOTICE CAREFULLY.***

A California court authorized this notice. This is not a solicitation from a lawyer.

This Notice is to inform you about the Settlement of the pending class action lawsuit listed above and your rights under the terms of the Settlement, including your right to file a claim and receive compensation. The proposed Settlement will resolve all claims made against the Defendant and other Released Parties (as that term is defined below) on behalf of all Class Members (as defined below) in connection with the above-captioned Action. A hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on **March 29, 2019**, to determine whether the Action should finally be settled.

BASIC INFORMATION

WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT? A proposed class action lawsuit was filed against FedEx Office and Print Services, Inc. (“FedEx Office”) by Robert Cohen and Ashley Beltran (“Plaintiffs”), which is currently pending in San Bernardino County Superior Court, Case No. CIVDS1818604. Plaintiffs allege that FedEx Office willfully violated a law known as the Fair and Accurate Credit Transactions Act (“FACTA”), by printing receipts at its Self-Service Express Pay kiosks showing the first two and last four digits of consumers’ credit and debit card numbers.

FedEx Office denies that it has done anything wrong and denies all of the allegations of the lawsuit. The Court did not decide in favor of Plaintiffs or FedEx Office, and has not evaluated or ruled on Plaintiffs’ claims or FedEx Office’s defenses. No class has been certified. The parties have entered into a Settlement to compromise disputed claims and avoid the future costs and risks associated with continuing litigation. The Settlement does not mean that FedEx Office is liable for any of the allegations made by Plaintiffs.

WHY IS THIS A PROPOSED CLASS ACTION? In a class action, one or more people called Class Representatives (in this case, Robert Cohen and Ashley Beltran) sue on behalf of a group of people who have similar claims. The people with similar claims are a Class or Class Members, except for those people who exclude themselves from the Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California Superior Court Judge David Cohn is in charge of this Action and will decide whether to approve the Settlement.

WHO IS IN THE SETTLEMENT?

ARE YOU AFFECTED? If you are a consumer who made a payment at a FedEx Office Self-Service Express Pay kiosk for services between January 2017 and August 2017 using your credit or debit card and received an electronically printed receipt showing the first two and last four digits of your card number, and the debit or credit card used was issued to you as an individual, as opposed to a business, and used for a non-business purpose, you are covered by the Settlement (collectively “Class Members”).

WHY AM I RECEIVING THIS NOTICE? If you are a Class Member, your legal rights will be affected by the Settlement unless you exclude yourself from the Class. The California Superior Court authorized this notice to inform Class Members about this lawsuit, the proposed Settlement, and Class Members’ options.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE? FedEx Office has agreed to provide a Stored Value Card worth \$25.00 to each Class Member who timely and properly submits a Claim Form with an original or copy of an electronically printed FedEx Office receipt printed between January 2017 and August 2017, displaying the first two and last four digits of their credit or debit card number; or a Stored Value Card worth \$10.00 to each Class Member who timely and properly submits a Claim Form without an original or copy of an electronically printed FedEx Office receipt.

WHAT AM I GIVING UP TO RECEIVE SETTLEMENT BENEFITS AS A CLASS MEMBER? Unless you exclude yourself by submitting a Notice of Opt-Out (as defined in the Excluding Yourself From the Settlement section below), you are a Class Member and that means you will be legally bound by all orders and judgments of the Court, including the terms of the Settlement, and you will not be able to sue, continue to sue FedEx Office or any of the other persons or entities referenced in the “Release by the Settlement Class” paragraph below, about the issues of the case. You will not be responsible for any out-of-pocket costs or attorneys’ fees concerning this case if you stay in the Class.

Staying in the Class also means that you agree to the following release of claim provisions of the Settlement (“Release”), which describes exactly the legal claims that you give up:

Release by the Settlement Class

As of the Settlement Date, and except as to the rights or claims created by this Settlement, Plaintiffs and each Settlement Class Member who do not timely opt out of the Settlement fully and completely release and discharge FedEx Office and its predecessors, successors, parents, subsidiaries, and affiliates, as well as all of their respective officers, directors, members, shareholders, managers, employees, attorneys, and agents, from any and all known and unknown claims, actions, allegations, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature, known or unknown, arising out of the facts alleged in the Action or related to FedEx Office’s alleged violation of FACTA between January 2017 and August 2017.

Release of Unknown Claims

With respect to the releases set forth above, Plaintiffs and each Settlement Class Member who do not timely opt out of the Settlement acknowledge and expressly waive any and all rights conferred by California Civil Code Section 1542, which states:

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.

With respect to the releases set forth above, Plaintiffs and each Settlement Class Member who do not timely opt out of the Settlement also waive any and all rights conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs and each Settlement Class Member who do not timely opt out of the Settlement acknowledge that they may learn facts in addition to or different from facts known or believed to be known on the date of preliminary approval of the Settlement. Nevertheless, Plaintiffs and each Settlement Class Member who do not timely opt out of the Settlement waive all claims relating to such unknown or different facts with respect to the releases set forth above.

HOW CAN I GET THE SETTLEMENT BENEFIT? FedEx Office will distribute a Stored Value Card worth: (1) \$25.00 to each Class Member upon receipt of a valid Claim Form with an original or copy of an electronically printed FedEx Office receipt printed between January 2017 and August 2017, displaying the first two and last four digits of their credit or debit card number; or (2) \$10.00 to each Settlement Class Member upon receipt of a valid Claim Form without an original or copy of an electronically printed FedEx Office receipt.

To obtain a Stored Value Card, you must timely and properly submit a completed Claim Form. You may make only one claim and submit only one Claim Form demonstrating class membership and will receive only one Stored Value Card, even if you have multiple receipts or made multiple credit or debit card payments at a FedEx Office Self-Service Express Pay kiosk. Accordingly, if you have one or more receipts, you only need to provide one receipt (or a photocopy of only one receipt) with your Claim Form to receive a \$25.00 Stored Value Card. If you decide to send an original receipt, it is encouraged that you make and keep a photocopy for yourself. We will not be responsible for original documents that are lost in the mail.

If you wish to receive a Stored Value Card, you must timely and properly submit a Claim Form no later than March 8, 2019.

You can download a Claim Form at www.fedexofficesettlement.com.

You must complete, sign, and date the Claim Form and return it, postmarked by First-Class U.S. Mail, to:

FedEx Office Class Action Settlement Administrator

P.O. Box 505031
Louisville, KY 40233-5031
1-866-447-6217

You may also complete a Claim Form by submitting on-line, at: **www.fedexofficesettlement.com**.

The Claim Form must be signed, completed in its entirety and postmarked, or submitted electronically via the website, no later than **March 8, 2019** in order to be valid. If your Claim Form is not submitted by **March 8, 2019**, your Claim Form is not valid, you will not receive a Stored Value Card, and you will be bound by the Release and all other terms of the Settlement.

HOW CAN I USE THE STORED VALUE CARD? The Stored Value Card may be used only for the following FedEx Office Express Pay self-service items: self-serve copy machines (black and white and color copies), self-serve printing, self-serve facsimiles, self-serve computer rentals, and self-serve Digital Photo Stations. Stored Value Cards may not be used to purchase any goods or other services from FedEx Office, whether online or in any retail store, including without limitation any transportation, mail or shipping services. Each Stored Value Card is fully transferrable and expires six months after issuance to each Class Member. While the Stored Value Card expires six months after issuance, any remaining value thereon may be subject to applicable state or federal escheatment laws. All other rights and limitations to Stored Value Cards as set forth in state and federal law are applicable. Stored Value Cards are not gift cards and the parties do not intend for any gift card laws to apply to the Stored Value Cards. Stored Value Cards have no cash value and are not redeemable for cash in any amount, including without limitation for any unused portion of the cards.

WHEN CAN I GET A STORED VALUE CARD? The Court will hold a hearing on March 29, 2019 at 8:30 a.m. in Dept. S26 at the San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415, to decide whether to finally approve the Settlement. If the Court approves the Settlement, someone may appeal the decision, which could take more than a year to resolve. If the Court approves the Settlement and no one appeals the decision, Stored Value Cards will be distributed within sixty (60) days of the Court approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

HOW DO I EXCLUDE MYSELF FROM THIS SETTLEMENT? If you do not wish to be a member of the Class or participate in the Settlement, you may exclude yourself (“opt-out”) by sending written notice of your intention to opt-out of the entire Settlement (“Notice of Opt-Out”) to the Settlement Administrator. The Notice of Opt-Out must state the following information: your name, your current address, your telephone number, your signature, the date, and a statement clearly stating words to the effect of “I want to be excluded from the *Cohen v. FedEx Office* Settlement. I understand that by opting-out of the Settlement: (a) I will have no right to receive a Stored Value Card; (b) I will not be bound by the terms of the Settlement; and (c) I will not have any right to object to the terms of the Settlement or be heard at the Fairness Hearing.” Your Notice of Opt-Out must be returned by mail to the Settlement Administrator at the address specified below and must be postmarked on or before **March 8, 2019**. If you submit a Notice of Opt-Out which is not postmarked by **March 8, 2019**, your request to be excluded from the Settlement may be rejected and you may be bound by the Release and all other Settlement terms.

Anyone who wishes to opt out of participation in the Settlement must submit a written Notice of Opt-Out by First-Class U.S. Mail or its equivalent to:

FedEx Office Class Action Settlement Administrator
P.O. Box 505031
Louisville, KY 40233-5031
1-866-447-6217
Fax: 415-892-7354

Any person who submits a complete and timely written Notice of Opt-Out shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER? No. Unless you exclude yourself from the Settlement, you give up the right to sue FedEx Office and the other persons and entities referenced in the “Release by Settlement Class” paragraph above for the claims that this Settlement resolves.

OBJECTING TO THE SETTLEMENT

HOW CAN I OBJECT TO THIS LAWSUIT? If you are a Class Member, you may object to the proposed Settlement in writing if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representatives’ application for service (or incentive) awards. You can also object to Class Counsel’s motion for attorneys’ fees and costs. The Court will consider your views. To object, you must submit a letter stating the specific reasons for your objection and any legal support for the objection. You may also appear at the Fairness Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so.

All written objections, supporting papers and/or notices of intent to appear at the Fairness Hearing must:

- (a) clearly state your name, current address, telephone number, date, and contain your signature;
- (b) clearly identify the case name and number: *Cohen, et al. v. FedEx Office and Print Services, Inc.*, Case No. CIVDS1818604;
- (c) be submitted to the Court by mailing the objection to: Clerk of Court, Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415;
- (d) also be mailed to the three law firms identified below; and
- (e) be filed or postmarked on or before **March 8, 2019**.

CLASS COUNSEL

Hallie Von Rock
Brent Robinson
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1150
Oakland, CA 94621
Tel: (800) 798-8498

Anthony Orshansky
Justin Kachadoorian
CounselOne, P.C.
9301 Wilshire Blvd., Suite 650
Beverly Hills, CA 90210
Tel: (310) 789-2145

FEDEX OFFICE COUNSEL

Stephanie Sheridan
Steptoe & Johnson, LLP
1 Market Street,
Steuart Tower, Suite 1800
San Francisco, CA 94105
Tel: (415) 365-6700

If the Court overrules your objection, you will be bound by the terms of the Settlement.

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING? Objecting tells the Court that you do not like the Settlement and it should not be approved. You can only object if you stay in the Class. Even if the Court rejects your objection, you cannot thereafter exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE? The Court has agreed that the lawyers at Aiman-Smith & Marcy and CounselOne, P.C. "Class Counsel," identified under "Class Counsel" above, may represent you and other Class Members. If you have any questions regarding this lawsuit, you may call any of the attorneys identified under "Class Counsel" above. You will not be charged attorneys' fees or costs by Class Counsel as part of this Settlement.

HOW WILL CLASS COUNSEL BE PAID? As part of the Settlement, FedEx Office has agreed to pay \$510,000.00 in attorneys' fees and costs to Class Counsel, subject to approval by the Court. If you elect to be represented by your own lawyer, you may hire one at your own expense. Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Any attorneys' fees and costs approved by the Court will be paid by FedEx Office and will not in any way affect the Settlement Benefits.

THE CLASS REPRESENTATIVES REPRESENTING YOU

WHO ARE THE CLASS REPRESENTATIVES? The Class Representatives that have been appointed by the Court to represent the Class are Plaintiffs Robert Cohen and Ashley Beltran.

WILL THE CLASS REPRESENTATIVES BE PAID? As part of this Settlement, FedEx Office has agreed to pay an award of \$5,000.00 to each Class Representative to compensate them for their services as the representatives of the Class, subject to approval by the Court. Any service (or incentive) award determined by the Court to the Class Representatives will be paid by FedEx Office and will not in any way affect the Settlement Benefits. The award will be in addition to any other benefit to which the Class Representatives will be entitled under the Settlement as members of the Class.

THE COURT'S FAIRNESS HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether to finally approve the Settlement. This Fairness Hearing will be on **March 29, 2019**, at 8:30 a.m. in Dept. S26 of the San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415, or such later date as the Court may require. The hearing may be continued without further notice to the Class. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the Class Representatives as compensation for their services for the Class, and what amount to award to Class Counsel for Class Counsel's attorneys' fees and costs. If there are objections or requests to be heard, the Court may consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel does not know how long these decisions will take.

DO I HAVE TO ATTEND THE HEARING? No. Class Counsel will answer any questions the Court may have, but you may attend at your own expense. If you send an objection, you do not have to go to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary to hire a lawyer.

You may ask the Court for permission to speak at the Fairness Hearing by sending a letter saying that it is your "Notice of Intention to Appear in *Cohen v. FedEx Office*." Your letter must include a reference to case number CIVDS1818604, your name, current address, telephone number, and signature. You must file your letter with the Clerk of the San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415, and you must serve a copy of your letter on the attorneys identified above postmarked no later than **March 8, 2019**. You cannot speak at the Fairness Hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

If you do nothing, and the Court approves the Settlement, you will not get a Stored Value Card, but you will be bound by the Settlement. You will not be entitled to sue or be part of any other lawsuit against FedEx Office or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, about the issues in this case. This also means that if the proposed Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits as a Class Member?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this lawsuit if you remain in the Class. If you want a \$25.00 or \$10.00 Stored Value Card, you must timely and properly submit a Claim Form.

GETTING MORE INFORMATION

HOW DO I GET MORE INFORMATION? The above is a summary of the basic terms of the lawsuit and the Settlement. For the precise terms and conditions of the Settlement, you may consult the detailed "Settlement Agreement" and pleadings and other records in this litigation, which are on file with the Clerk of the Court, at 247 West Third Street, San Bernardino, CA 92415. Relevant Settlement documents may also be found at the website: www.fedexofficesettlement.com.

IF YOU WANT ADDITIONAL INFORMATION, OR HAVE ANY QUESTIONS REGARDING THIS LAWSUIT, HOW IT AFFECTS YOUR RIGHTS, OR HOW TO FILE A CLAIM, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

PLEASE DO NOT CONTACT THE COURT.