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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RAZMIG TCHOBOIAN and
ANGELA POTIKYAN, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

FEDEX OFFICE AND PRINT
SERVICES, INC. (f/k/a FEDEX
KINKO'S OFFICE AND PRINT
SERVICES, INC.); and DOES 1
through 10, inclusive,

Defendants.

Case No.: SACV10-01008 JAK (MLGx)

**AMENDED ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND SCHEDULING
FINAL APPROVAL HEARING**

HEARING
Date: November 19, 2012
Time: 8:30 a.m.
Court Room: 750
Judge: Hon. John A. Kronstadt

The Court has received the Stipulated Settlement Agreement and Release (hereinafter sometimes referred to as "Settlement" or "Agreement"), entered into between Plaintiffs Razmig Tchoboian and Angela Potikyan ("Plaintiffs"), on behalf of themselves and all others similarly situated, on the one hand, and Defendant FedEx Office and Print Services, Inc. ("FedEx Office"), on the other hand, and their respective counsel of record.

1 After reviewing the Agreement and other documents filed in support of the
2 Motion For Preliminary Approval Of Class Action Settlement, and having
3 considered the arguments by the respective parties, THE COURT HEREBY
4 ORDERS THE FOLLOWING:¹

5 1. The Court hereby grants preliminary approval of the proposed
6 Settlement upon the terms and conditions set forth in the Agreement. The Court
7 preliminarily finds that the terms of the proposed Settlement are fair, adequate and
8 reasonable and comply with Rule 23(e) of the Federal Rules of Civil Procedure
9 ("FRCP").

10 2. The Court orders that the following Settlement Class is preliminarily
11 certified for settlement purposes only:

12 "All consumers, as defined by 15 U.S.C. §1681a(c), in the United States
13 of America who can present an original or copy of a printed FedEx
14 Office receipt printed between April 2009 and April 2010 displaying
15 the first two and last four digits of their credit or debit card number."

16 3. The Court finds that, for purposes of the Settlement, the above-defined
17 Settlement Class meets all of the requirements for class certification. The Court
18 further finds that, for purposes of the Settlement, the requirements of FRCP Rule
19 23(a) and 23(b)(2) are satisfied and that (a) the Settlement Class is ascertainable, (b)
20 the members of the Settlement Class are so numerous that joinder is impracticable,
21 (c) there are questions of law and fact common to the Settlement Class members
22 which predominate over any individual questions, (d) the representative Plaintiffs'
23 claims are typical of the claims of the Settlement Class members, (e) the Class
24 Representatives and Class Counsel have fairly, adequately, reasonably and
25 competently represented and protected the interests of the Settlement Class
26

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28 ¹ Capitalized terms in this Order shall have the same meanings as in the Agreement, unless indicated otherwise.

1 throughout the litigation, and (f) a class action is superior to other available methods
2 for the fair and efficient adjudication of the controversy.

3 4. The Court appoints Plaintiffs Razmig Tchoboian and Angela Potikyan
4 as the Class Representatives for the Settlement Class.

5 5. The Court appoints attorney Chant Yedalian of Chant & Company A
6 Professional Law Corporation as Class Counsel for the Settlement Class.

7 6. The Court appoints Kurtzman Carson Consultants LLC as the third-
8 party Settlement Administrator.

9 7. The Court preliminarily finds that the Settlement is the product of
10 serious, informed, non-collusive negotiations conducted at arm's-length by the
11 Parties. In making these preliminary findings, the Court considered, among other
12 factors, the potential statutory damages claimed in the lawsuit on behalf of Plaintiffs
13 and members of the Settlement Class, Defendant's potential liability, the risks of
14 continued litigation including trial outcome, delay and potential appeals, the
15 substantial benefits available to the Settlement Class as a result of the Settlement,
16 and the fact that the proposed Settlement represents a compromise of the Parties'
17 respective positions rather than the result of a finding of liability at trial. The Court
18 further preliminarily finds that the terms of the Settlement have no obvious
19 deficiencies and do not improperly grant preferential treatment to any individual
20 member of the Settlement Class.

21 8. The Court approves the proposed manner of the notice of Settlement set
22 forth in the Agreement. The Court also approves the size and contents of the
23 Summary Notice, Full Notice, and Claim Form attached hereto as Exhibit A.

24 9. The Court finds that the proposed manner of the notice of Settlement
25 set forth in the Agreement, and the Summary Notice, Full Notice and Claim Form
26 referenced in and which the Court approves of, as set forth in paragraph 8, above,
27 constitutes the best notice practicable under the circumstances and is in full
28 compliance with the United States Constitution and the requirements of due process.

1 The Court further finds that the notice fully and accurately informs Settlement Class
2 Members of all material elements of the lawsuit and proposed class action
3 Settlement, of each member's right to be excluded from the Settlement, and each
4 member's right and opportunity to object to the proposed class action Settlement and
5 be heard at the final approval (fairness) hearing.

6 10. Settlement Class members will have until 45 calendar days after the
7 date Summary Notice is first posted by FedEx Office, to exclude themselves from
8 the Settlement (the "Opt-Out Deadline"). Settlement Class members may opt out by
9 timely sending a written request to the settlement administrator postmarked no later
10 than the Opt-Out Deadline. Settlement Class members who timely opt out of the
11 Settlement: (a) will have no right to receive Store Value Cards; (b) will not be
12 bound by the terms of the Settlement; and (c) will not have any right to object to the
13 terms of the Settlement, or to be heard at the final approval hearing before the Court.

14 11. Any Settlement Class member, on his or her own, or through an
15 attorney hired at his or her own expense, may object to the terms of the Settlement
16 or to any of the terms of the Agreement. Any such objections must be filed with the
17 Court and also served on Class Counsel and counsel for FedEx Office. To be
18 effective, any such objections must be in writing, and must be filed and served no
19 later than 45 calendar days after the date Summary Notice is first posted by FedEx
20 Office. Any objections not raised properly and timely will be waived.

21 12. Any Settlement Class member, on his or her own, or through an
22 attorney hired at his or her own expense, may object to the Class Representatives'
23 application for service (incentive) awards or to Class Counsel's motion for an award
24 of attorney's fees and costs. Class Counsel's motion for an award of attorney's fees
25 and costs will be posted on the Settlement Website no later than 30 calendar days
26 before the final approval (fairness) hearing. Any objections to the Class
27 Representatives' application for service (incentive) awards and/or to Class Counsel's
28 motion for an award of attorney's fees and costs must be filed with the Court and

1 also served on Class Counsel and counsel for FedEx Office. To be effective, any
2 such objections must be in writing, and must be filed and served no later than 21
3 calendar days before the final approval (fairness) hearing. Any objections not raised
4 properly and timely will be waived.

5 13. Settlement Class members may ask the Court for permission to speak at
6 the final approval (fairness) hearing. The Court will consider such a request from a
7 Settlement Class member only if such a member timely files and serves a letter
8 which states that it is the Settlement Class member's "Notice of Intention to Appear
9 in *Tchoboian v. FedEx Office*" and includes the Settlement Class member's name,
10 current address, telephone number, and signature, and references the case number
11 SACV10-01008. To be timely, a Notice of Intention to Appear must be filed and
12 served within 45 days from the date Summary Notice is first posted by FedEx
13 Office. Any Class member who fails to file and serve a timely written Notice of
14 Intention to Appear shall be foreclosed from speaking at the final approval (fairness)
15 hearing, unless otherwise ordered by the Court.

16 14. Class Counsel's motion for an award of attorney's fees and costs shall
17 be filed no later than 30 calendar days before the final approval (fairness) hearing.

18 15. The Court will hold a final approval (fairness) hearing on **April 8,**
19 **2013, at 8:30 a.m.**, to consider the fairness, reasonableness and adequacy of the
20 proposed Settlement as well as the award of attorney's fees and costs to Class
21 Counsel and incentive (service) awards to the Class Representatives. The Court
22 reserves the right to adjourn or continue the final approval (fairness) hearing without
23 further notice to the Settlement Class members.

24 IT IS SO ORDERED.

25 Dated: November 29, 2012

26 By:



27 Hon. John A. Kronstadt
28 United States District Judge