

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Settlement Agreement and Release (“**Settlement**” or “**Agreement**”) is 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. Plaintiffs and FedEx Office are collectively referred to as the “**Parties.**” This Settlement is subject to the terms and conditions set forth below. This Settlement is also expressly subject to the approval of the Court.

RECITALS

1. On July 1, 2010, Plaintiff Razmig Tchoboian commenced this action (the “**Action**”) by filing a putative class action complaint (the “**Complaint**”) against FedEx Office captioned *Razmig Tchoboian, et al. v. FedEx Office and Print Services, Inc., et al.*, in the U.S. District Court for the Central District of California (the “**Court**”).¹ The Complaint alleges that FedEx Office willfully violated the Fair and Accurate Credit Transactions Act (“**FACTA**”), 15 U.S.C. §1681c(g), by printing more than the last five digits of credit and debit card numbers on electronically printed receipts printed at a point of sale or transaction after December 3, 2006.
2. On July 9, 2010, Plaintiffs filed a First Amended Complaint (the “**FAC**”), again alleging that FedEx Office willfully violated FACTA by printing more than the last five digits of credit and debit card numbers on electronically printed receipts printed at a point of sale or transaction after December 3, 2006.
3. On February 11, 2011, FedEx Office filed an Answer denying the allegations in the FAC.
4. FedEx Office denies any liability or wrongdoing of any kind associated with the claims alleged in the FAC. FedEx Office further denies that this Action is appropriate for class treatment for any purpose other than the purpose of settling this Action.
5. The Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from this Action, as set forth below. The Parties reached the material terms of this Settlement following a mediation session before the Hon. Edward A. Infante (Ret.) on August 28, 2012.
6. Counsel for Plaintiffs and the proposed settlement class (“**Class Counsel**”) believes that he has conducted a thorough investigation into the facts of the class action and has diligently pursued an investigation of the alleged claims that members of the settlement class may have against FedEx Office. Based on his own independent investigation and evaluation, Class Counsel is of the opinion that settlement with FedEx Office for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the members of the settlement class in light of all known facts and circumstances.

¹ The Action was originally designated a case number 8:10-cv-01008-AG-MLGx. Pursuant to a May 13, 2011 Order by the Chief Judge, Hon. Audrey B. Collins, the Action was transferred to the Hon. John A. Kronstadt, with the case number revised to 8:10-cv-01008-JAK-MLGx to reflect Judge Kronstadt's initials.

7. The Parties agree to cooperate and take all steps necessary and appropriate to dismiss this Action with prejudice consistent with the terms of this Settlement.

AGREEMENT

8. In consideration of the mutual covenants, promises, and warranties set forth in this Agreement, the Parties agree, subject to the Court's approval, as follows:

9. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement.

10. **Settlement Contingent Upon Court Approval.** The terms of this Settlement are subject to approval by the Court. If the Settlement is not approved by the Court or does not become final for any reason, then the Parties expressly reserve all of their rights and remedies, including but not limited to FedEx Office's right to challenge class certification on any and all grounds.

11. **If the Settlement Does Not Become Final.** If the Settlement does not become final for any reason, including but not limited to the Court's refusal to approve the Settlement, the Settlement will be deemed null and void. In such an event, the Parties will resume the Action as if the Settlement had not been entered, and the terms and provisions of this Agreement will have no further force and effect and may not be used in this Action or any other action for any purpose.

12. **Settlement Class.** For the purposes of this Settlement only, the "**Settlement Class**" is defined as follows:

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

Members of the Settlement Class are referred to as "**Settlement Class Members**."

13. **Settlement Date.** The Settlement will become effective on the date on which all of the following have occurred: (a) execution of this Agreement by all Parties, Class Counsel, and counsel for FedEx Office; (b) certification of the proposed Settlement Class for settlement purposes; (c) entry of a final order and judgment ("**Judgment**") by the Court approving this Settlement and dismissing this Action with prejudice in accordance with the terms in this Agreement; and (d) finality of the Judgment by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review (the "**Settlement Date**"). The Settlement Date is not dependent on any separate motions for attorneys' fees or costs by Class Counsel, nor any appellate proceedings relating to such motions.

14. **Benefits to the Settlement Class.**

a. **Store Value Cards.** As consideration for the terms of this Settlement, FedEx Office will distribute “**Store Value Cards.**” Each Store Value Card will be worth \$50.00 and may be used for the following FedEx Office Express Pay services: copy machines (black and white and color copies), facsimiles, computer rentals, Lapnet Stations, and Sony Picture Stations. Store Value Cards are fully transferrable but may not be redeemed for cash or used for the acquisition of goods or services except as expressly described above. The Parties understand that the expiration date on the Store Value Cards is five years, after which the remaining value thereon escheats to the State, subject to any applicable state or federal escheatment laws. All other rights and limitations to Store Value Cards as set forth in state and federal law are applicable. Store Value Cards are not gift cards and the Parties do not intend for any gift card laws to apply to Store Value Cards.

b. **Distribution of Store Value Cards.** FedEx Office will distribute Store Value Cards to Settlement Class Members upon receipt of proof of claim demonstrating class membership. Completed Claim Forms must be mailed to a settlement administrator selected by FedEx Office. Claim Forms, Full Notice and other Settlement related documents will also be made available by the Settlement Administrator to any potential Settlement Class Member who requests same. FedEx Office shall pay for all settlement administration costs.

c. **FACTA Compliance Policy.** Not later than twenty (20) days after the Settlement Date, FedEx Office shall implement a written FACTA compliance policy, which will include a statement that it will not print more than the last five digits or expiration date of a credit or debit card on any printed receipt provided to a customer of FedEx Office.

15. **Notice to the Settlement Class.** FedEx Office will incur and pay for the cost of notice to the Settlement Class. Beginning no later than twenty (20) business days after the Court’s preliminary approval of the Settlement, and continuing through the dates specified below or the date that this Agreement otherwise terminates, notice will be provided to the Settlement Class through all of the following means:

a. **Summary Notice:** For a period of forty-five (45) calendar days, FedEx Office will post a summary notice (the “**Summary Notice**”) on each ExpressPay kiosk in each FedEx Office Store located in the United States of America. In addition to describing the available benefits under this Settlement, the Summary Notice shall include the Settlement Website address and a toll-free telephone number. The exact form and size of the Summary Notice will be approved by the Court prior to posting.

b. **Settlement Website Notice.** Continuing through the Settlement Date, FedEx Office will publish a website on the Internet (the “**Settlement Website**”) that will set forth a summary of the terms of the Settlement, state the means by which Settlement Class Members may communicate with Class Counsel, and provide instructions regarding opting out of the Settlement. The Settlement Website will also provide, free of charge, viewable, printable, and downloadable copies of each of the following documents in PDF file format: this Agreement; the Court’s order preliminarily approving the Settlement and certifying the Settlement Class; proof of claim forms (“**Claim Forms**”), which will be used to determine class membership and will be in a form approved by the Court; and the full class action settlement notice (“**Full Notice**”), which will be in a form approved by the Court.

16. **Declaration of Compliance.** Not later than twenty (20) calendar days before the final approval hearing, FedEx office will provide Class Counsel with one or more declarations testifying to FedEx Office's compliance with the requirements in Paragraphs 15(a)-(b) above.

17. **Opt-Out.**

a. **The Opt-Out Process.** Settlement Class Members will have until forty-five (45) calendar days after the date Summary Notice is first posted by FedEx Office, to exclude themselves from the Settlement (the "**Opt-Out Deadline**"). Settlement Class Members may opt out by timely sending a written request to the settlement administrator postmarked no later than the Opt-Out Deadline. Settlement Class Members who timely opt out of the Settlement: (a) will have no right to receive Store Value Cards; (b) will not be bound by the terms of the Settlement; and (c) will not have any right to object to the terms of the Settlement, or to be heard at the fairness hearing.

18. **Objections to the Settlement or to the Fee Motion.**

a. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement or to any of the terms of this Agreement. Any such objections must be filed with the Court and also served on Class Counsel and counsel for FedEx Office. To be effective, any such objections must be in writing, and must be filed and served no later than forty-five (45) calendar days after the date Summary Notice is first posted by FedEx Office, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

b. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's motion for an award of attorneys' fees and costs. Such motion will be posted on the Settlement Website no later than thirty (30) calendar days before the final fairness hearing scheduled by the Court. Any objections must be filed with the Court and also served on Class Counsel and counsel for FedEx Office. To be effective, any such objections must be in writing, and must be filed and served no later than twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

19. **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 does 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 April 2009 and April 2010.

20. **Release of Unknown Claims.** With respect to the releases set forth in Paragraph 19 above, FedEx Office and each Settlement Class Member who does 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 in Paragraph 19 above, Plaintiffs and each Settlement Class Member who does 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 does 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 does not timely opt out of the Settlement waive all claims relating to such unknown or different facts with respect to the releases set forth in Paragraph 19 above.

21. **Compensation to Class Representatives.** As part of this Settlement, Class Counsel may request that the Court order that an award be issued to each Plaintiff to compensate them for their service as the representatives of the Settlement Class. FedEx Office reserves the right to oppose any such application. The award, if and when issued by the Court, will be paid by FedEx Office by delivering checks (one solely payable to “Razmig Tchoboian,” and the other solely payable to “Angela Potikyan”) to Class Counsel within twenty (20) business days of the Settlement Date. The award will be in addition to any other benefit to which Plaintiffs will be entitled under this Settlement as a Settlement Class Member.

22. **Attorneys’ Fees and Costs.** As part of this Settlement, FedEx Office will pay the reasonable attorneys’ fees and costs of Class Counsel in an amount to be determined by the Court. Class Counsel intends to submit a motion for attorneys’ fees and costs to the Court. FedEx Office reserves its right to oppose such motion on any and all grounds, and both parties reserve their respective rights to appeal any orders issued by the Court on such motion. Nothing in this Settlement precludes the parties and counsel from subsequently reaching a separate agreement regarding Class Counsel’s alleged entitlement to attorneys’ fees and costs, subject to Court approval.

23. **Duties of the Parties in Connection With Preliminary Court Approval of the Settlement.** Promptly upon execution of this Agreement, counsel for Plaintiffs and the Settlement Class will submit this Agreement to the Court as part of a joint motion for preliminary approval of the Settlement. The motion for preliminary approval will seek an order:

- a. Certifying a Settlement Class as defined in this Agreement for purposes of settlement;
- b. Appointing Plaintiffs as class representatives for settlement purposes;
- c. Appointing Plaintiffs’ counsel, Chant Yedalian of Chant & Company A Professional Law Corporation, as Class Counsel for settlement purposes;
- d. Approving the means of notice to the Settlement Class, as well as the form and content of the proposed notice forms;
- e. Directing notice to be made to Settlement Class Members as described in this Agreement;
- f. Establishing deadlines for Settlement Class Members to submit a request to opt out of the Settlement and to submit objections to the Settlement;

g. Preliminarily approving the Settlement subject to final review by the Court; and

h. Scheduling a fairness hearing to determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

24. **Duties of the Parties in Connection With Final Court Approval of the Settlement.** At least 30 days before the final fairness hearing set by the Court, Plaintiffs will file a motion for final approval of the Settlement and a motion for an award of attorneys' fees and costs. Plaintiffs will submit a proposed final order and judgment:

a. Approving the Settlement contained in this Agreement, adjudicating the terms of the Settlement to be fair, reasonable and adequate, and directing completion of its terms and provisions;

b. Adjudicating that the releases contained in Paragraphs 19 and 20 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement;

c. Determining, as appropriate, an award to each named Plaintiff as compensation for their services as the class representatives;

d. Awarding Class Counsel reasonable attorneys' fees and costs in an amount to be determined by the Court;

e. Dismissing this Action in its entirety with prejudice; and

f. Retaining jurisdiction over the enforcement of this Settlement.

25. **Agreement Will Survive Any Intervening Change of Law.** This Settlement agreement will not be affected by any future change, modification, reversal or clarification of the law. Any change, modification, reversal or clarification of law will not affect the validity or enforceability of this Settlement unless such change, modification, reversal or clarification of law fully renders the Settlement unlawful.

26. **Parties' Authority.** The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

27. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of documents and any other action reasonably necessary to implement the terms of this Settlement.

28. **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Settlement, except as set forth in this Agreement.

29. **No Admission.** Nothing contained in this Agreement, nor the consummation of the Settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of FedEx Office.

30. **No Tax Advice.** No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be,

nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. No Party has entered into this Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

31. **Notices.** Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given under this Agreement shall be in writing and addressed as follows (subject to the right of each of the Parties to designate another address and/or telephone number should such change):

To Plaintiffs and/or the Settlement class:

Chant Yedalian, Esq.
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave.
Glendale, CA 91202
Phone: 877.574.7100

To FedEx Office:

Stephanie A. Sheridan, Esq.
Victoria H. Paal, Esq.
SEDGWICK, LLP
333 Bush Street, 30th Floor
San Francisco, California 94104
Telephone: 415.781.7900

32. **Construction.** The terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and their counsel. As a result, this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Agreement.

33. **Disputes.** Any dispute between the Parties regarding the terms of this Agreement will first be submitted to The Hon. Edward A. Infante (Ret.), who served as mediator, and whose fees and costs will be borne equally by the Parties. However, the Court will have ultimate jurisdiction to adjudicate disputes between the Parties regarding this Settlement.

34. **Headings and Interpretations.** The paragraph titles, headings, and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

35. **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

36. **Integration.** This Agreement contains the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements (including but not limited to the Class Settlement Memorialized entered on August 28, 2012), understandings, representations, and statements,

whether oral or written, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

37. **Agreement Binding.** This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

38. **Class Counsel Signatories.** Because the members of the Settlement Class could potentially be numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Full Notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such Full Notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this Agreement were executed by each member of the Settlement Class who does not timely opt out of the Settlement.

39. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which is an original. Executed counterparts may be transmitted in person, by mail, by fax, or electronically in PDF format.

AGREED TO AND ACCEPTED:

Dated: September __, 2012

Plaintiff Razmig Tchoboian:

By: _____
Razmig Tchoboian

Dated: September __, 2012

Plaintiff Angela Potikyan:

By: _____
Angela Potikyan

Dated: September __, 2012

Attorneys for Plaintiffs and the Settlement Class:
CHANT & COMPANY
A Professional Law Corporation

By: _____
Chant Yedalian

Dated: September __, 2012

Defendant FedEx Office and Print Services, Inc.:

By: _____
Kimble Scott
Senior Vice-President and
General Counsel

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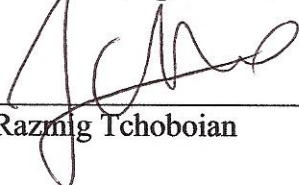
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AGREED TO AND ACCEPTED:

Dated: September 30, 2012

Plaintiff Razmig Tchoboian:

By: 

Razmig Tchoboian

Dated: September __, 2012

Plaintiff Angela Potikyan:

By: _____
Angela Potikyan

Dated: September __, 2012

Attorneys for Plaintiffs and the Settlement Class:
CHANT & COMPANY
A Professional Law Corporation

By: _____
Chant Yedalian

Dated: September __, 2012

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Razmig Tchoboian

Dated: September 30, 2012

Plaintiff Angela Potikyan:

By: _____
Angela Potikyan

Dated: September __, 2012

Attorneys for Plaintiffs and the Settlement Class:
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A Professional Law Corporation

By: _____
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By: _____
Razmig Tchoboian

Dated: September __, 2012

Plaintiff Angela Potikyan:

By: _____
Angela Potikyan

Dated: September 30, 2012

Attorneys for Plaintiffs and the Settlement Class:

CHANT & COMPANY
A Professional Law Corporation

By:  _____
Chant Yedalian

Dated: September __, 2012

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By: _____
Razmig Tchoboian

Dated: September __, 2012

Plaintiff Angela Potikyan:

By: _____
Angela Potikyan

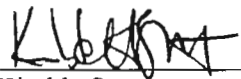
Dated: September __, 2012

Attorneys for Plaintiffs and the Settlement Class:
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By: _____
Chant Yedalian

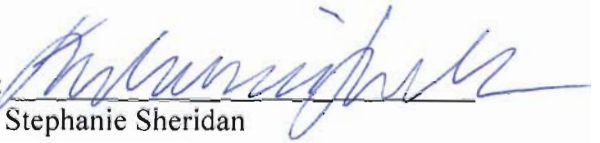
Dated: ~~September~~ ^{October} 2, 2012

Defendant FedEx Office and Print Services, Inc.:

By:  _____
Kimble Scott
Senior Vice-President and
General Counsel

October
Dated: ~~September~~ 4, 2012

**Attorneys for Defendant FedEx Office
and Print Services, Inc.:**
SEDGWICK, LLP

By: 
Stephanie Sheridan