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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SACRAMENTO**

13 TERRY TAUCHMAN, individually and on  
14 behalf of all others similarly situated;

15 Plaintiff,

16 v.

17 OUTERWALL, INC., a corporation, and  
DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 34-2013-00154815

**[PROPOSED] ORDER OF PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT AND  
CLASS CERTIFICATION FOR SETTLEMENT  
PURPOSES**

Date: September 21, 2016  
Time: 2:00 p.m.  
Place: Department 53





1           3.       The Court finds preliminarily, and for purposes of proceeding pursuant to California  
2 Code of Civil Procedure § 382 for approval of the Settlement only, that Class Members are  
3 ascertainable and sufficiently numerous that joinder of all Class Members is impracticable, there are  
4 questions of law and fact common to the Class that predominate over any questions affecting only  
5 individual Class Members, the Plaintiffs' claims are typical of those in the Class, class certification is  
6 a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient  
7 manner, the Class Representatives can fairly and adequately protect the Class's interests, and Class  
8 Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative  
9 capacities and for the Class.

10           4.       Accordingly, solely for purposes of effectuating this Settlement, this Court hereby  
11 conditionally certifies the "Class" and preliminarily approves the definition of the "Class Period."

12           5.       The Court hereby preliminarily appoints as Class Counsel for settlement purposes only  
13 Kenneth H. Yoon and Stephanie E. Yasuda of Law Offices of Kenneth H. Yoon, and Douglas Han,  
14 Shunt Tativos-Gharajeh, and Daniel J. Park of Justice Law Corporation as Class Counsel. Class  
15 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents  
16 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably  
17 necessary to consummate the Settlement. Any Class Member may enter an appearance through  
18 counsel of such individual's own choosing and at such individual's own expense. Any Class Member  
19 who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

20           6.       The Court hereby preliminarily appoints and designates Plaintiffs for all purposes, as  
21 the Class Representatives of the Class.

22           7.       Should, for whatever reason, the Settlement not become final, the fact that the Parties  
23 were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on,  
24 nor be admissible in connection with, the issue of whether a class should be certified in a non-  
25 settlement context.

26           8.       The Court hereby preliminarily approves the definition and disposition of the  
27 Settlement Amount and related matters provided for in the Settlement.

1           9.       The Court finds on a preliminary basis that the Settlement appears to be within the  
2 range of reasonableness of a settlement that could ultimately be given final approval by this Court.  
3 The Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
4 recognizes its significant value to the Class.

5           10.       The Court hereby preliminarily approves Class Counsel attorneys' fees in the amount  
6 of \$65,000, actual litigation expenses incurred (which are presently anticipated not to exceed the  
7 amount of \$23,270.86), Enhancement Payments to Plaintiffs Tauchman and Lockett in the amount of  
8 \$3,500 each (\$7,000 total), and the PAGA Payment of \$1,000.00 (75% (\$750) of which is being  
9 awarded to the State of California and 25% (\$250) which will be distributed to members of the Class  
10 on a pro rata basis).

11           11.       The Court hereby approves, as to form and content, the Notice of Settlement to be  
12 distributed to Class Members attached as Exhibit 1 to the Settlement. The Court finds that distribution  
13 of the Notice of Settlement, substantially in the manner and form set forth in the Settlement and this  
14 Order, meets the requirements of due process, is the best notice practicable under the circumstances,  
15 and shall constitute due and sufficient notice to all persons entitled thereto.

16           12.       The Court hereby directs Defendant to provide the Settlement Administrator all of the  
17 following information about each member of the Class: (1) name, (2) last known mailing address,  
18 social security number, (4) dates of employment as a member of the Class; and (5) individual  
19 Settlement Amount. Before notice is mailed, the Settlement Administrator will conduct a search of all  
20 addresses of members of the Class using the National Change of Address database to obtain current  
21 addresses. Within 10 calendar days after receipt of the list of members of the Class from Defendant the  
22 Settlement Administrator will send a Court approved Notice of Class Action Settlement, attached as  
23 Exhibit 1, to each member of the Class by first class mail. Class Members who wish to participate in  
24 and be bound by the Settlement do not need to do anything.

25           13.       All costs of mailing of the Notice of Settlement, whether foreseen or not, shall be paid  
26 from the Settlement Amount, including the cost of searching for Class Members' addresses as  
27 provided in the Settlement. All other reasonable costs of the Settlement Administrator shall also be  
28 paid from the Settlement Amount as provided in the Settlement.

1           14.     A “Final Approval and Fairness Hearing” shall be held before this Court on February  
2 24, 2017, at 2:00 pm in Department 53 of the Superior Court of California, County of Sacramento,  
3 located at 813 6th St, Sacramento, CA 95814.

4           15.     Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other  
5 than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are  
6 hereby stayed.

7           16.     If any member of the Class decides to participate in the Settlement but disagrees with  
8 Defendant’s records as to his or her employment information during the Class Period as reflected in  
9 the Notice of Settlement, the member shall have an opportunity to challenge the information by  
10 following the instructions that are set forth in the Settlement and Notice of Settlement and within the  
11 required time period described therein. In the event of a challenge, it shall be resolved pursuant to the  
12 procedures set out in the Notice of Settlement.

13          17.     Any member of the Class may choose to opt-out of and be excluded from the Class by  
14 following the instructions for submitting a request for exclusion from the Class that are set forth in the  
15 Settlement and Notice of Settlement and within the required time period described therein. Any such  
16 person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery  
17 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or  
18 comment thereon. Each Class Member who has not requested exclusion/opted-out shall be bound by  
19 all determinations of the Court, the Settlement and the final judgment.

20          18.     Any member of the Class taking part in Settlement, with the exception of the Class  
21 Representatives, may object to or submit comments by following the instructions for filing and serving  
22 objections or comments that are set forth in the Settlement and Notice of Settlement and within the  
23 required time period described therein. Any Class Member who fails to submit such a timely written  
24 notice shall be barred from making any statement objecting to the Settlement, including at said  
25 hearing, and shall forever waive his or her objection, except by special permission of the Court. The  
26 Court shall retain final authority with respect to the consideration and admissibility of any objections.  
27 Any Class Member who objects to the Settlement shall be bound by the order of the Court. It is  
28

1 further ordered that pending further order of this Court; all proceedings in this matter except those  
2 contemplated herein and as part of the Settlement are stayed.

3 19. The Settlement is not a concession or admission, and shall not be used against the  
4 Released Parties as an admission or indication with respect to any claim of any fault or omission by  
5 the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor  
6 any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
7 thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as or  
8 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to,  
9 evidence of a presumption, concession, indication or admission by the Released Parties of any  
10 liability, fault, wrongdoing, omission, concession or damage; or (b) disclosed, referred to, offered or  
11 received in evidence against any of the Released Parties in any further proceeding in the Action, or in  
12 any other action or proceeding, except for purposes of enforcing the Settlement once it receives final  
13 approval.

14 20. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of  
15 the Class Members for all matters relating to this Action, and this Settlement, including (without  
16 limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of  
17 this Settlement and this Order.

18 21. The Court reserves the right to adjourn or continue the date of the Final Approval and  
19 Fairness Hearing and all dates provided for in the Settlement without further notice to Class Members,  
20 and retains jurisdiction to consider all further applications arising out of or connected with the  
21 proposed Settlement.

22 IT IS SO ORDERED this 4<sup>th</sup> day of October, 2016.

23  
24  
25 Dated: OCT 31 2016

26 STEVEN H. RODDA

27 Hon.  
Superior Court Judge for the  
County of Sacramento

28 SIGNATURE PURSUANT  
TO 635 CCP

**PROOF OF SERVICE**

1     **STATE OF CALIFORNIA**                                     )  
2   )  
3     **COUNTY OF SACRAMENTO**                                 )     **ss.**

4             I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not  
5 a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los Angeles, California  
6 90017.

7             On September 26, 2016, I served the following documents described as:

8             **[PROPOSED] ORDER OF PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND**  
9   **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

10            on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as  
11 shown on the attached mailing list.

12          **(BY FACSIMILE)**

13             I am readily familiar with the business practices of this office. The telephone number of the facsimile  
14 machine I used was (213) 947-1211. This facsimile machine complies with Rules 2003(3) of the  
15 California Rules of Court. Upon transmission, no error was reported by the facsimile machine and a  
16 printed copy of the machine's transmission record indicating that the transmission was successfully  
17 completed is attached to this declaration.

18          By having copies personally **delivered to the designated party(ies)**.

19          By leaving, during usual business hours, copies in the office of the party(ies) served with the person who  
20 apparently was in charge and thereafter mailing (by first class mail, postage prepaid) copies to the  
21 party(ies) served at the place where the copies were left.

22          **(BY MAIL)**

23             I am familiar with my employer's mail collection and processing practices; know that mail is collected  
24 and deposited with the United States Postal Services on the same day it is deposited in the interoffice  
25 mail; and know that postage thereon is fully prepaid.

26          **(BY FEDERAL EXPRESS COURIER)**

27             I am "readily familiar" with the firm's practice of collection and processing correspondence for  
28 Federal Express delivery. Under that practice it would be deposited with the Federal Express Courier  
on that same day at Los Angeles, California in the ordinary course of business.

    (State)             I declare under penalty of perjury that the above is true and correct.

    (Federal)            I declare that I am employed in the office of a member the Bar of this Court at whose  
direction the service was made.

Executed on September 26, 2016, at Los Angeles, California.



\_\_\_\_\_  
GABRIELLA I. MAYNETTO

