

***Tran, et al. v. Fastenal Company, et al.***  
**(Los Angeles Superior Court Case No. BC717323)**

**AMENDED STIPULATED SETTLEMENT AGREEMENT AND RELEASE**

This Amended Stipulated Settlement Agreement and Release ("**Settlement**" or "**Agreement**") is entered into between plaintiff Larry Tran ("**Tran**" or "**Plaintiff**") and defendant Fastenal Company ("**Fastenal**" or "**Defendant**"). Tran and Fastenal are collectively referred to as the **Parties**.

**RECITALS**

1. On August 21, 2018, Plaintiff, through his counsel, sent to Fastenal a letter entitled Notice To Cease And Desist FACTA Violations; And Notice Of Intended Class Action Lawsuit ("**Notice**"). Enclosed with the August 21, 2018 letter was a copy of the Complaint which was about to be filed.

2. On August 22, 2018 Plaintiff filed his putative class action ("**Action**") by filing his complaint ("**Complaint**") in Los Angeles County Superior Court, entitled *Tran, et al. v. Fastenal Company, et al.*, Case No. BC717323. The Action was ultimately assigned to the Honorable Amy D. Hogue before whom it is currently pending.

3. The Complaint alleges that Fastenal willfully violated the Fair and Accurate Credit Transactions Act ("**FACTA**"), 15 U.S.C. §1681c(g), by printing more than the last five digits and the card expiration date of Plaintiff's and other consumers' respective credit card and/or debit card on their electronically printed customer receipt(s) printed at Fastenal store locations during a certain time period.

4. The Parties participated in extensive settlement discussions including, but not limited to, a mediation with Mr. Martin Quinn of JAMS in San Francisco and further settlement negotiations with the mediator following the mediation.

5. By entering into this Settlement, Fastenal does not admit liability for any violation of the FACTA or any other wrongdoing. Fastenal has agreed to settle this Action solely as a business decision based on its evaluation of the time, expense, burden and uncertainty of further litigation.

**AGREEMENT**

6. In consideration of the mutual covenants, promises, and warranties set forth in this Agreement, the Parties agree to a class-wide settlement, subject to the Court's approval, as follows:

7. **Incorporation of Recitals.**

The recitals set forth above are incorporated into this Agreement.

8. **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.

9. **If the Settlement Does Not Become Final.**

If the Settlement does not become final for any reason, the Settlement will be deemed null and void. In such an event, the Parties will resume 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 for any purpose (except to potentially later demonstrate the work performed by Plaintiff's counsel).

10. **The Settlement Class.**

As part of the Settlement, the Parties stipulate to the certification, for settlement purposes only, of the following settlement class (the "**Settlement Class**"): All consumers who, at any time during the period August 22, 2016 to September 6, 2018, were provided an electronically printed receipt at the point of a sale or transaction at any Fastenal store within the United States, on which receipt was printed more than the last 5 digits and/or the expiration date of the consumer's credit card or debit card. Excluded from the Settlement Class are all current and former employees, directors and officers of Fastenal.

During the Settlement Class period of August 22, 2016 to September 6, 2018 ("**Settlement Class Period**"), Fastenal had approximately 1,061,508 credit and debit card transactions where a consumer credit card or consumer debit card may have been used. Of this number of transactions, approximately 314,580 involved the use of a consumer credit card or consumer debit card, and some of the remaining 746,928 transactions, may have also involved the use of a consumer credit card or consumer debit card. Thus, the number of transactions during the Settlement Class Period where a consumer credit card or consumer debit card was used ranges from approximately 314,580 to approximately 1,061,508. All credit and debit card printed customer receipts issued by Fastenal during the Settlement Class Period included the first 4 digits and the last 4 digits and the expiration date of the respective credit or debit card printed on the receipt.

11. **Settlement Benefits to the Class.**

(a) **Cash Fund**: No later than five days after the Court enters an order granting preliminary approval of the Settlement, Fastenal will establish a non-reversionary cash fund in the amount of \$1,300,000 (the "**Cash Fund**"), and will transfer the full amount of the Cash Fund to a bank account designated and maintained by the Settlement Administrator for purposes of this Settlement.

(b) **Distributions From The Cash Fund**: After subtracting from the Cash Fund Class Counsel's attorney's fees and costs, an enhancement payment to the Class Representative, and Administration Costs, the remaining amount (the "**Net Cash Fund**") will be divided by the total number of Settlement Class members who submit a valid and timely claim to

determine each claiming Settlement Class member's pro-rata share (the "**Pro-Rata Share**"). In the event the Pro-Rata Share is equal to or exceeds \$1,000, each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of \$1,000 (less any applicable backup withholding), to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$1,000, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share (less any applicable backup withholding), to be paid from the Net Cash Fund. Distribution of Settlement checks will begin no earlier than 30 days after the Settlement Date. All Settlement checks will be distributed no later than 60 days after the last day to submit claims for compensation from the Net Cash Fund or the Settlement Date, whichever is later. All Settlement checks will have an expiration date stated on them that will be calculated as 180 days from the date the check is issued.

(i.) **Distribution of Residue**: Given the nature of this particular consumer class action case, the fact that Fastenal does not know, nor does Fastenal have access to any information which would enable it to determine, the postal addresses, email addresses or facsimile numbers of absent Settlement Class members, and experience with consumer class action claims-made rates, the Parties expect that relatively few claims will be made and that a residue will result. Accordingly, the Parties have agreed on a plan for the disposition of the anticipated residue. Thus, if any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will be distributed *cy pres* to one or more 501(c)(3) charities to be agreed upon by the Parties and proposed to the Court in connection with the motion for preliminary approval, consistent with C.C.P. § 384. If, for any reason, any or all of the selected charity(ies) proposed by the Parties are not approved by the Court, any such decision by the Court shall not affect the enforceability of the Settlement because the Parties agree to propose alternative charity(ies) until the Court determines that, in the Court's view, each charity(ies) proposed would be a proper recipient(s) of the residue, and, if that fails, the Parties agree that the Court may itself propose and select charity(ies) consistent with C.C.P. § 384. The Parties further agree to comply with all of the terms and respective obligations of C.C.P. § 384. After conferring, and subject to the Court's approval, the Parties have agreed to propose Legal Assistance For Seniors as the *cy pres* beneficiary of any residual funds.

(c) **Administration of Settlement**: The Parties agree that, subject to the Court's approval, either Atticus Administration, LLC, or another third party settlement administrator selected by Plaintiff, shall serve as the settlement administrator ("**Settlement Administrator**"). All fees and costs incurred or charged by the Settlement Administrator to administer the Settlement ("**Administration Costs**"), including but not limited to translation, check issuance, Settlement Website, notice to Settlement Class Members, and envelope and postage charges, will be paid from the Cash Fund. Administration Costs are estimated at approximately \$167,662.00 but may increase depending on the number of claims submitted by Settlement Class members.

(d) **Claims Submission**: Settlement Class members will have 180 days from the date Full Notice is first posted on the Settlement Website to submit a claim (the "**Claims Period**"). Settlement Class members must use the claim form ("**Claim Form**"), which will be in the form attached hereto as **Exhibit A**, or its electronic version on the Settlement Website, to submit a claim. Settlement Class members may submit a Claim Form (together with the required documentation) by postal mail or by facsimile. Claim Forms may be submitted to the Settlement

Administrator's postal address or the Settlement Administrator's facsimile number. Alternatively, Settlement Class members may submit a claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet through the Settlement Website. Each Settlement Class member may submit only one claim, regardless of whether they made one or more credit or debit card transactions during the period August 22, 2016 to September 6, 2018. A valid claim will require that a Settlement Class member produce evidence that he or she received a customer receipt from Fastenal at any time during the period August 22, 2016 to September 6, 2018 that displays more than the last 5 digits and/or expiration date of his or her credit or debit card, and to state that he or she used their own personal card for such transaction. In addition to stating that he or she used their own personal card for the subject transaction, proof of claim may consist of the original or a copy of either (1) a customer receipt containing more than the last 5 digits and/or expiration date of his or her credit or debit card showing that he or she made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018, or (2) a credit or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018.

(e) **Implementation of FACTA Compliance Policy:** Not later than twenty days after the Settlement Date, Fastenal shall implement a written company policy which states that it will not print more than the last five digits of the credit or debit card number nor the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with Fastenal.

In addition, Fastenal has already ceased printing more than the last five digits of the credit or debit card number and the credit or debit card expiration date on printed receipts it issues to its customers. On August 21, 2018, Plaintiff, through his counsel, sent to Fastenal a letter entitled Notice To Cease And Desist FACTA Violations; And Notice Of Intended Class Action Lawsuit. Enclosed with the August 21, 2018 letter was a copy of the Complaint which was about to be filed. In response to the August 21, 2018 letter and Plaintiff's Complaint filed on August 22, 2018, Fastenal took measures to change its Point of Sale ("POS") equipment such that by September 6, 2018 all of its stores ceased printing more than the last five digits of the credit or debit card number and the credit or debit card expiration date on printed receipts issued to its customers.

## 12. **Notice to the Class.**

The Parties agree that notice of the proposed Settlement will be provided to the Settlement Class through the following methods, but the Parties also agree that should the Court require any different, or modified, means or content of any notice(s) such shall not affect the enforceability of the Settlement and the Parties agree to adopt any such different or modified means or content of notice:

(a) **On-Location Notice:** Multiple copies of a short-form notice ("**Short-Form Notice**") in English and, separately, also in Spanish, shall be prominently posted at or near the following locations within each of the Fastenal stores that print receipts at the point of sale in the United States: (1) front door or (2) each cash register. The Short-Form Notice will be in the form attached hereto as **Exhibit B**. After preliminary approval of the Settlement is granted by the Court, the Settlement Administrator shall cause Exhibit B to be translated by a court certified

translator and thereupon provide the translated version of Exhibit B to the Parties. Fastenal shall separately pay for all costs associated with the printing and posting of the Short-Form Notice and shall be responsible for posting the Short-Form Notice at each of the Fastenal stores. The Short-Form Notice shall be posted no later than 20 days after the date preliminary approval of the Settlement is granted and shall continue to be posted at least until and through the last day on which Settlement Class members may submit a Claim Form. Not later than thirty days before the hearing date set for final approval of the Settlement, a representative or representatives of Fastenal (which shall be selected by Fastenal) shall file with the Court a declaration(s) of compliance attesting that the Short-Form Notice has been posted as required by this paragraph 12(a).

(b) **Newspaper Notice and Targeted Internet Notice:** Newspaper notice ("**Newspaper Notice**"), which will be substantially in the form attached hereto as **Exhibit C**, will be made as follows: The Newspaper Notice will be published on three separate dates in the USA Today in approximately a quarter page size, with the first date to occur within 20 days after the Court's preliminary approval of the Settlement, the second date to occur within 30 days of the first date, and the third date to occur within 80 days after the first date. After preliminary approval of the Settlement is granted by the Court, the Settlement Administrator shall cause the portion of Exhibit C which is designated for translation into Spanish to be translated by a court certified translator. In addition to the Newspaper Notice, targeted internet notice ("**Targeted Internet Notice**") consisting of targeted internet ads will be provided in rotating English and Spanish, with the Spanish translation effectuated by the Settlement Administrator using a court certified translator. All costs for the Newspaper Notice and Targeted Internet Notice shall be paid from the Cash Fund.

(c) **Settlement Website Notice:** Beginning no later than 20 days after the Court's preliminary approval of the Settlement and continuing at least through the last day on which Settlement Class members may submit a Claim Form, the Settlement Administrator will provide a viewable and printable on-line long-form notice ("**Full Notice**"), which will be in the form attached hereto as **Exhibit D**, via a Settlement Website containing a description of the Settlement terms. After preliminary approval of the Settlement is granted by the Court, the Settlement Administrator shall cause Exhibit D to be translated by a court certified translator and thereupon provide the translated version of Exhibit D to the Parties. The Settlement Website shall also have an option where viewers can click to view in Spanish, which translation shall be effectuated by the Settlement Administrator using a court certified translator. All costs for the Settlement Website shall be paid from the Cash Fund.

(d) **Telephone Number For Settlement Class Members:** The Short-Form Notice, Newspaper Notice, Settlement Website, and Full Notice shall refer to the Settlement Administrator's toll-free telephone number, which Settlement Class members may call.

13. **Paper Copy Requests.**

If any Settlement Class member requests a paper copy of the Full Notice or of this long-form settlement agreement, it shall be the Settlement Administrator's obligation to provide and pay for same, including postage costs, from the Cash Fund.

14. **Opt-Out.**

(a) **The Opt-Out Process:** Settlement Class members will have until 180 days from the first date of posting the Full Notice to the Class pursuant to paragraph 12(c) above, 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. The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing.

15. **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. Any such objection must be mailed to the Settlement Administrator. To be effective, any such objection must be in writing and include the contents described in paragraph 15(c), and must be mailed and postmarked no later than 180 days from the first date of posting the Full Notice to the Settlement Class, 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 award of attorney's fees and costs and/or the Class Representative's service (or incentive) award. Any objection must be mailed to the Settlement Administrator. To be effective, any such objection must be in writing and include the contents described in paragraph 15(c), and must be mailed and postmarked no later than 180 days from the first date of posting the Full Notice to the Settlement Class, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(c) To be effective, any objection described in paragraph 15(a) or paragraph 15(b) must contain all of the following information:

A. A reference at the beginning to this matter, *Tran, et al. v. Fastenal Company, et al.*, Case No. BC717323.

B. The objector's full name, address, and telephone number.

C. Proof of Settlement Class membership consisting of the original or a copy of either (1) a customer receipt containing more than the last 5 digits and/or expiration date of his or her credit or debit card showing that he or she made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018, or (2) a credit or debit card statement showing that he or she made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. In addition, a statement stating that the objector used their own personal card for the subject transaction reflected in the customer receipt or credit or debit card statement provided by the objector.

D. A written statement of all grounds for the objection, accompanied by any legal support for such objection.

- E. Copies of any papers, briefs, or other documents upon which the objection is based.
- F. A list of all persons who will be called to testify in support of the objection.
- G. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.
- H. Regarding any counsel who represents the objector or has a financial interest in the objection: (1) a list of cases in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.
- I. A statement by the objector under oath that: (1) he or she has read the objection in its entirety, (2) he or she is a member of the Settlement Class, (3) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (4) identifies the caption of each case in which the objector has made such objection, and (5) authenticates any orders concerning a ruling upon the objector's prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement.

16. **Release by the Settlement Class.**

As of the Settlement Date, and except as to such rights or claims created by the Settlement, Tran and each Settlement Class member who does not timely opt-out of the Settlement forever discharge and release Fastenal as well as its insurers, predecessors, successors, affiliates, and all of their officers, shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out of the facts alleged in Plaintiff's Complaint from August 22, 2016 to September 6, 2018, concerning Fastenal.

17. **Class Representative and Class Counsel.**

Fastenal shall not object to, oppose or otherwise contest the designation and appointment of Tran as class representative ("**Class Representative**") for the Settlement Class, and Chant Yedalian of Chant & Company A Professional Law Corporation as class counsel ("**Class Counsel**") for the Settlement Class.

18. **Incentive (Service) Award to Plaintiff.**

As part of the Settlement, Fastenal will not object to, oppose or otherwise contest Tran receiving an incentive payment of up to \$5,000, to be paid from the Cash Fund, to compensate him for his services as Class Representative. The award, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check payable to

"Larry Tran" within 10 days of the Settlement Date. This award will be in addition to any other benefit to which Tran will be entitled under the Settlement as a Settlement Class member.

19. **Class Counsel's Fees and Costs.**

As part of the Settlement, Fastenal will not object to, oppose or otherwise contest Class Counsel receiving an award of attorney's fees of up to \$433,333.33, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$25,000, also to be paid from the Cash Fund. The awards, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check or wire transfer to Class Counsel, payable to "Chant & Company A Professional Law Corporation," within 10 days of the Settlement Date.

20. **Settlement Shall Survive Any Intervening Change of Law.**

The Parties agree and intend that the Settlement and its validity and enforceability shall not be affected by any future change, modification, reversal or clarification of the law, nor shall any future change, modification, reversal or clarification of the law provide either of the Parties with grounds to oppose preliminary or final approval of the Settlement.

21. **Settlement Date.**

The Settlement shall become effective (the "**Settlement Date**") upon the entry of a final order and judgment ("**Judgment**") by the Court and the Judgment becoming final 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 Court shall retain continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement.

22. **Duties of the Parties in Connection With Preliminary Court Approval of the Settlement.**

Promptly upon execution of this Agreement, counsel for Plaintiff and the Settlement Class will submit this Agreement to the Court in connection with the already filed 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 Plaintiff as class representative for settlement purposes;
- (c) Appointing Plaintiff's 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.

23. **Duties of the Parties in Connection With Final Court Approval of the Settlement.**

Plaintiff will file a motion for final approval of the Settlement and a motion for an award of attorney's fees and costs and for service (or incentive) award. Plaintiff 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 release contained in paragraph 16 of this Agreement binds each Settlement Class member who does not timely opt out of the Settlement;
- (c) Determining, as appropriate, an award to Plaintiff as compensation for his services as the class representative;
- (d) Awarding Class Counsel reasonable attorney's fees and costs;
- (e) Entering Judgment in this Action;
- (f) Retaining continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement; and
- (g) Confirming that the Settlement Administrator shall post a copy of the Judgment on the Settlement website for a period of at least 30 days and that, such posting shall provide the requisite notice of the Judgment to the Settlement Class and satisfy the requirements of California Rules of Court Rule 3.771(b).

24. **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.

25. **Mutual Full Cooperation To Effectuate Settlement.**

The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the Settlement. This includes, consistent with the terms of this Agreement, the Parties' agreement to work together in good faith to prepare the Claim Form, Short-Form Notice, Newspaper Notice, Targeted Internet Notice and Full Notice, all of which are to be submitted to the Court in connection with Tran's motion for preliminary approval of the Settlement. The Parties shall diligently work together to seek preliminary and final court approval of the Settlement. Class Counsel shall prepare the preliminary and final approval motion and proposed orders concerning same. In the event that the Court fails to issue a preliminary approval order,

or fails to issue a final approval order, the Parties agree to use their best efforts, consistent with this Agreement, to cure any defect(s) identified by the Court.

26. **Agreement Is Fully Enforceable, and any Disputes Shall Be Decided By Court.**

The Parties agree that this Agreement shall be fully enforceable by the Court, including but not limited to by motion pursuant to California Code of Civil Procedure Section 664.6. To the extent that there is any disagreement concerning the contents of the Claim Form, Short-Form Notice, Newspaper Notice, Targeted Internet Notice and/or Full Notice, and/or deciding where or how the Newspaper Notice or Targeted Internet Notice shall be made, the Parties agree that the Court shall resolve any such differences and the Court shall look to and use the terms of this Agreement in resolving any such differences.

27. **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.

28. **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 any of the Parties.

29. **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 of the Parties has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. None of the Parties 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.

30. **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 Plaintiff 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 Fastenal:**

E. Crystal Lopez, Esq.  
Matthew J. Novian, Esq.  
MINTZ, LEVIN, COHN,  
FERRIS, GLOVSKY AND POPEO, P.C.  
2029 Century Park East, Suite 3100  
Los Angeles, CA 90067  
Phone: 310.586.3203

31. **Construction.**

The terms and conditions of this Agreement 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 of the Parties by reason of the extent to which any of the Parties or his, her or its counsel participated in the drafting of this Agreement.

32. **Parties To Bear Own Attorney Fees and Costs Except As Otherwise Provided Herein.**

The Parties shall each bear their own attorneys' fees and costs, except as provided in this Agreement.

33. **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.

34. **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.

35. **Integration.**

This Agreement contains the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

36. **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.

37. Class Counsel Signatories.

Because the number of members of the Settlement Class could potentially be large, 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.

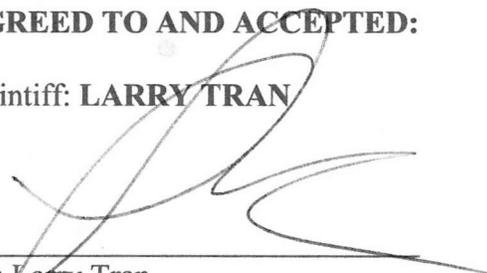
38. Counterparts.

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

**AGREED TO AND ACCEPTED:**

Plaintiff: **LARRY TRAN**

Defendant: **FASTENAL COMPANY**

By:   
Larry Tran

Dated: 2/13/20

By (name): \_\_\_\_\_

As Its (title): \_\_\_\_\_

Dated: \_\_\_\_\_

Counsel for Plaintiff and the Settlement Class:  
**CHANT & COMPANY**  
A Professional Law Corporation

Counsel for Defendant:  
**MINTZ, LEVIN, COHN, FERRIS,**  
**GLOVSKY AND POPEO, P.C.**

  
By: Chant Yedalian

Dated: 2/12/20

By: E. Crystal Lopez, Esq.

Dated: \_\_\_\_\_

37. Class Counsel Signatories.

Because the number of members of the Settlement Class could potentially be large, 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.

38. Counterparts.

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

**AGREED TO AND ACCEPTED:**

Plaintiff: **LARRY TRAN**

Defendant: **FASTENAL COMPANY**

\_\_\_\_\_  
By: Larry Tran

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
By (name): John Milk  
As Its (title): VP General Counsel  
Dated: 2/12/2020

Counsel for Plaintiff and the Settlement Class:  
**CHANT & COMPANY**  
A Professional Law Corporation

Counsel for Defendant:  
**MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.**

\_\_\_\_\_  
By: Chant Yedalian

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
By: E. Crystal Lopez, Esq.  
Dated: 2/12/2020

**EXHIBIT "A"**

**CLAIM FORM**

*Larry Tran, et al. v. Fastenal Company, et al.*  
Los Angeles Superior Court Case No. BC717323

**I. Your Information**

Please clearly print or type your information in the spaces below:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

**II. Please provide either: (1) an original or copy of your customer receipt, OR  
(2) an original or copy of your credit or debit card statement**

You must provide proof in either one of the following two ways:

**Option (1):** You may attach an original or a copy of your customer receipt that contains more than the last 5 digits and/or expiration date of your credit or debit card and shows that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. By completing this Claim Form you also confirm that you used your own personal card for the Fastenal transaction.

**OR**

**Option (2):** You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. By completing this Claim Form you also confirm that you used your own personal card for the Fastenal transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Fastenal store in the United States, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018.

**III. Please Sign This Form**

I declare that the facts stated in this Claim Form are true and accurate.

Signature: \_\_\_\_\_

**Questions? Call 1-???-???-???? or visit www.[????].com**

## **INSTRUCTIONS FOR THE CLAIM FORM**

### **I. Deadline For Returning Your Completed Claim Form**

In order to receive any benefits, you must complete and return the attached Claim Form **by no later than [DATE]**. You may submit the Claim Form by U.S. mail, fax, or on-line submission.

If you are mailing the Claim Form, your completed Claim Form (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]**:

[Settlement Administrator's Address]

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-???-??-????, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

You may also submit your claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet at [www.?????.com](http://www.?????.com), **by no later than 11:59 p.m. Pacific Time on [DATE]**.

### **II. You Must Complete Section I Of The Claim Form**

You must complete Section I entitled "Your Information" by clearly printing or typing your information in the appropriate spaces. You must complete all of the spaces, except for your E-mail address which is optional.

### **III. You Must Also Provide The Necessary Document With Your Claim Form**

As explained in Section II of the Claim Form, you must provide proof **in either one of the following two ways:**

**Option (1):** You may attach an original or a copy of your customer receipt that contains more than the last 5 digits and/or expiration date of your credit or debit card and shows that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. By completing the Claim Form you also confirm that you used your own personal card for the Fastenal transaction.

**OR**

**Option (2):** You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. By completing the Claim Form you also confirm that you used your own personal card for the Fastenal transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Fastenal store in the United States, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

**IV. You Must Sign In The Space Provided In Section III Of The Claim Form**

You must also sign the Claim Form in the space provided in Section III of the Claim Form.

**V. Further Information At A Later Date**

The Settlement provides that, if you are a Class member and you submit a valid Claim Form by [DATE], you may be entitled to an amount up to \$1,000. The actual amount you receive may be less, depending on how many valid Claim Forms are received. If, after all Claim Forms are received, your Pro-Rata Share is determined to be \$600 to \$1,000, the Settlement Administrator will thereafter provide you with a form which will enable you to prevent any withholdings if you complete and return the form certifying that you are not subject to backup withholding; if you do not return that form with your certification, you will still receive payment but mandatory backup withholding will be withheld from your payment. Regardless of whether you complete and return any other form, remember that in order to receive any benefits from this Settlement, you must complete and return the attached Claim Form by no later than [DATE].

**EXHIBIT "B"**

**NOTICE OF PROPOSED**  
**CLASS ACTION SETTLEMENT**

*Larry Tran, et al. v. Fastenal Company, et al.*  
Los Angeles Superior Court Case No. BC717323

**If you received a credit card or debit card receipt from a Fastenal store at any time during August 22, 2016 to September 6, 2018, a class action settlement may affect your rights, and you may be entitled to a payment in the amount of up to \$1,000.**

**This notice is only a summary. For more information, visit the website or call the phone number below.**

**1-8??-???-?????      [www.\[insertaddress\].com](http://www.[insertaddress].com)**

**EXHIBIT "C"**

## **LEGAL NOTICE**

**Larry Tran, et al. v. Fastenal Company, et al.  
Los Angeles Superior Court Case No. BC717323**

**If you received a credit card or debit card receipt from a Fastenal store at any time during August 22, 2016 to September 6, 2018, a class action settlement may affect your rights, and you may be entitled to a payment in the amount of up to \$1,000.**

**[Spanish Text Start:] If you received a credit card or debit card receipt from a Fastenal store at any time during August 22, 2016 to September 6, 2018, a class action settlement may affect your rights, and you may be entitled to a payment in the amount of up to \$1,000. For further information about this lawsuit and settlement and your options, you may visit the website or call the toll-free number listed below. [:Spanish Text End]**

### **What's This About and Who's Included?**

A class action lawsuit has been filed against Fastenal Company ("Fastenal"). The lawsuit alleges that Fastenal willfully violated a federal law by printing the credit card or debit card expiration date and more than the last five digits of its customer's credit card or debit card number on receipts provided to customers at its stores in the United States. The law which Fastenal is alleged to have violated is the Fair and Accurate Credit Transactions Act ("FACTA"). Fastenal disputes the class action allegations and denies that it willfully violated FACTA. The Court has not yet decided in favor of either the Class or Fastenal. Instead, both sides have agreed upon a proposed Settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to Class members. Fastenal does not admit any violation of FACTA by agreeing to the proposed Settlement.

### **What is a Class Action?**

In a class action, one or more people called Class Representatives sue on behalf of a group of people (referred to as the Class) who have similar claims. One court resolves the issues for all of the people who are a part of the Class (referred to as Class members), except for those people who exclude themselves from the Class.

### **Am I a Class Member?**

You are a member of the Class if you used your personal credit card or debit card for any transaction at any Fastenal store within the United States, and you were provided an electronically printed receipt, at any time during the period August 22, 2016 to September 6, 2018, on which receipt was printed more than the last 5 digits and/or the expiration date of your credit card or debit

card. Current and former employees, directors and officers of Fastenal are excluded from the Class.

### **What Is Being Sought By This Lawsuit?**

The lawsuit seeks to recover statutory damages in the range of \$100-\$1,000 for each electronically printed customer receipt provided to Class members on which receipt more than the last five digits of their credit card or debit card number and the card expiration date was printed. The lawsuit also seeks other remedies such as attorney's fees and costs. The Court has not yet decided in favor of either the Class or Fastenal.

### **Why Am I Receiving This Notice?**

Judge Amy D. Hogue, who is presiding over this lawsuit (entitled *Tran, et al. v. Fastenal Company, et al.*, Los Angeles County Superior Court Case No. BC717323), approved a proposed class settlement. If you are part of the Class, your legal rights will be affected by this settlement unless you decide to exclude yourself. The Court authorized this notice to inform Class members about this settlement and their options.

### **Do I Have a Lawyer in the Case?**

The Court appointed Chant Yedalian of Chant & Company A Professional Law Corporation to represent you and other Class members, as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **What Are My Options?**

If you are a Class member, you have the following options: (1) remain in the Class and submit a claim for up to a \$1,000 payment; (2) do nothing and do not receive any payment from this settlement but remain in

the Class; (3) exclude yourself from the Class and settlement; (4) remain in the Class and object to the settlement; (5) remain in the Class and speak at the fairness hearing. If you remain in the Class, you will be bound by all of the Court's orders and judgment. Staying in the Class also means that you can't sue or be part of any other lawsuit against Fastenal and certain other persons or entities about the issues involved in this lawsuit and settlement. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this lawsuit if you stay in the Class. If, however, you would like to exclude yourself from this lawsuit and settlement, you must send a request for exclusion postmarked no later than [Month, Day 2020]. For further information about this lawsuit and settlement and your options, you may visit the website or call the toll-free number listed below.

**If I Submit a Valid and Timely Claim, What Will Be The Amount of My Payment?**

Fastenal will establish a non-reversionary cash fund in the amount of \$1,300,000 (the "Cash Fund"). After subtracting from the Cash Fund Class Counsel's attorney's fees of up to \$433,333.33 and costs of up to

\$25,000, an enhancement payment to the Class Representative of up to \$5,000, and Administration Costs (which includes notice and other costs estimated at approximately \$167,662 but which may increase depending on the number of claims submitted), the remaining amount (the "Net Cash Fund") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "Pro-Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$1,000, each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of \$1,000 (less any applicable backup withholding), to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$1,000, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share (less any applicable backup withholding), to be paid from the Net Cash Fund.

**1-???-???-????**

**www.?????????????????????.com**

**EXHIBIT "D"**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

LARRY TRAN, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

FASTENAL COMPANY (d/b/a Fastenal); and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: BC717323

Hon. Amy D. Hogue

**NOTICE OF CLASS ACTION LAWSUIT AND SETTLEMENT**  
**READ THIS NOTICE CAREFULLY, YOUR LEGAL RIGHTS MAY BE  
AFFECTED**

You may be a part of a pending class action lawsuit against Fastenal Company ("Fastenal") and your legal rights may be affected by the lawsuit and a proposed Settlement of the lawsuit. Please read the rest of this notice to find out more.

**What is this About?**

A class action lawsuit is pending against Fastenal. The lawsuit alleges that Fastenal willfully violated a federal law (known as the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g)) by printing on customer receipts the customer's credit card or debit card expiration date and more than the last five digits of the customer's credit card or debit card number. Fastenal disputes the class action allegations and denies that it willfully violated FACTA. The Court has not yet decided in favor of either the Class or Fastenal. Instead, both sides have agreed upon a proposed Settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to Class members. Fastenal does not admit any violation of FACTA by agreeing to the proposed Settlement.

**What is a Class Action?**

In a class action, one or more people called Class Representatives sue on behalf of a group of people (referred to as the Class) who have similar claims. One court resolves

the issues for all of the people who are a part of the Class (referred to as Class members), except for those people who exclude themselves from the Class. The Class Representative in this case is Larry Tran.

### **Am I a Class Member?**

You are a member of the Class if you used your personal credit card or debit card for any transaction at any Fastenal store within the United States, and you were provided an electronically printed receipt, at any time during the period August 22, 2016 to September 6, 2018, on which receipt was printed more than the last 5 digits and/or the expiration date of your credit card or debit card. Current and former employees, directors and officers of Fastenal are excluded from the Class

### **Why Am I Receiving This Notice?**

If you are a member of the Class, your legal rights will be affected by the Settlement unless you exclude yourself from the Class. The Superior Court of California, County of Los Angeles, authorized this notice to inform Class members about this case and proposed Settlement and Class members' options.

### **What are The Settlement Benefits and What Can I Get From the Settlement?**

Fastenal will establish a non-reversionary cash fund in the amount of \$1,300,000.00 (the "Cash Fund").

If you are a Class member, you may be entitled to an amount up to \$1,000.00.

Please refer to the section below entitled "How Can I Get Payment?" to find out what you need to do to receive a payment.

If the Court approves the proposed Settlement, Fastenal shall also implement a written company policy which states that it will not print more than the last five digits of the credit or debit card number nor the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with Fastenal.

### **How Can I Get Payment?**

To obtain a payment, in an amount up to \$1,000.00, you must complete and return a valid Claim Form. The Claim Form requires you to provide proof in either one of the following two ways:

**Option (1):** You may attach an original or a copy of your customer receipt that contains more than the last 5 digits and/or expiration date of your credit or debit card and shows that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. You must also state that you used your own personal card for the transaction.

**OR**

**Option (2):** You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. You must also state that you used your own personal card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any Fastenal store in the United States, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

If you are mailing the Claim Form, your completed Claim Form (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]:**

[Settlement Administrator's Address]

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-???-??-????, **by no later than 11:59 p.m. Pacific Time on [DATE].**

You may also submit your claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet at [www.?????.com](http://www.?????.com), **by no later than 11:59 p.m. Pacific Time on [DATE].**

Please visit [www.?????.com](http://www.?????.com) to get a copy of the Claim Form or to complete and submit the Claim Form on the internet.

If the Court approves the proposed Settlement and the decision becomes final, payments will be distributed no later than 60 days after the last day to submit Claim Forms or the Settlement Date, whichever is later. Please be patient.

**If I Submit a Valid and Timely Claim,  
What Will Be The Amount of My Payment?**

Fastenal will establish a non-reversionary cash fund in the amount of \$1,300,000 (the "Cash Fund"). After subtracting from the Cash Fund Class Counsel's attorney's fees and costs, an enhancement payment to the Class Representative, and Administration Costs (which includes notice and other costs estimated at approximately \$167,662 but which may increase depending on the number of claims submitted), the remaining amount (the "Net Cash Fund") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "Pro-Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$1,000, each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of \$1,000 (less any applicable backup withholding), to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$1,000, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share (less any applicable backup withholding), to be paid from the Net Cash Fund.

If any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds (including any remaining from un-cashed checks) will be distributed *cy pres* to the following 501(c)(3) charity: Legal Assistance For Seniors.

**What Am I Giving Up to Receive Settlement Benefits?**

Unless you exclude yourself, you are a Class member, and that means you will be legally bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue Fastenal or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph below, about the issues in this 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 claims, which describes exactly the legal claims that you give up:

**Release by the Settlement Class.** As of the Settlement Date, and except as to such rights or claims created by the Settlement, Tran and each Settlement Class member who does not timely opt-out of the Settlement forever discharge and release Fastenal as well as its insurers, predecessors, successors, affiliates, and all of their officers, shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs,

expenses, attorneys' fees, damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out of the facts alleged in Plaintiff's Complaint from August 22, 2016 to September 6, 2018, concerning Fastenal.

### **Can I Exclude Myself From the Settlement and What Will That Mean For Me?**

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue Fastenal or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, about the issues in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement you must include your name, address, telephone number, and your signature on correspondence requesting that you be excluded as a Class member from *Tran, et al. v. Fastenal Company, et al.*, Case No. BC717323. To be effective, you must mail your request for exclusion, **postmarked no later than [Opt-Out Deadline]**, to the Settlement Administrator at the following address:

[Settlement Administrator's Address]

If you request to be excluded from the Settlement, then: (a) you will not be a part of the Settlement; (b) you will have no right to receive any benefits under the Settlement; (c) you will not be bound by the terms of the Settlement; and (d) you will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing.

### **If I Don't Exclude Myself, Can I Sue for the Same Thing Later?**

No. Unless you exclude yourself from the Settlement, you give up the right to sue Fastenal and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above, for the claims that this Settlement resolves. If you have a pending lawsuit against Fastenal or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, for any of the claims that this Settlement resolves, speak to your lawyer in your case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is **[Opt-Out Deadline]**.

### **How Do I Tell the Court That I Don't Like the Settlement?**

If you are a Class member, you can object to the Settlement 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 Representative's service (or incentive) award. You can also object to Class Counsel's attorney's fees and costs. The Court will consider your views. To object, you must send a letter saying that you object to the proposed settlement of *Tran, et al. v.*

*Fastenal Company, et al.*, Case No. BC717323. Your letter must include all of the following:

A. A reference at the beginning to this matter, *Tran, et al. v. Fastenal Company, et al.*, Case No. BC717323.

B. Your full name, address, and telephone number.

C. Proof of Settlement Class membership consisting of the original or a copy of either: (1) your customer receipt containing more than the last 5 digits and/or expiration date of your credit or debit card showing that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018, or (2) a credit or debit card statement showing that you made a transaction at any Fastenal store in the United States at any time during the period August 22, 2016 to September 6, 2018. In addition, you must state that you used your own personal card for the subject transaction reflected in the customer receipt or credit or debit card statement which you provide.

D. A written statement of all grounds for your objection, accompanied by any legal support for such objection.

E. Copies of any papers, briefs, or other documents upon which your objection is based.

F. A list of all persons who will be called to testify in support of your objection.

G. A statement of whether you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.

H. Regarding any counsel who represents you or has a financial interest in the objection: (1) a list of cases in which the such counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

I. A statement by you under oath that: (1) you have read the objection in its entirety, (2) you are member of the Settlement Class, (3) states the number of times in which you have objected to a class action settlement within the five years preceding the date that you file your objection, (4) identifies the caption of each case in which you have made such objection, and (5) authenticates any orders concerning a ruling upon your prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement.

You must mail your objection to the Settlement Administrator at the following address:

[Settlement Administrator's Address]

Any and all objections to must be postmarked no later than **[objection deadline]**.

**What's the Difference Between Objecting to the Settlement  
And Excluding Yourself From the Settlement?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**What Happens if I Do Nothing At All?**

If you do nothing, you will remain in the Class and be bound by the terms of the Settlement and all of the Court's orders. 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?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorney fees concerning this lawsuit if you remain in the Class.

**Do I Have a Lawyer in the Case?**

The Court appointed a lawyer to represent you and other Class members. This lawyer is called Class Counsel. Class Counsel is Chant Yedalian of Chant & Company A Professional Law Corporation. You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How Will Class Counsel and the Class Representative Be Paid?**

Class Counsel will ask the Court to approve payment of up to \$433,333.33 for attorney's fees, to be paid to Class Counsel from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$25,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts, prosecuting the lawsuit, negotiating the Settlement, causing Fastenal to change its receipt printing processes and implement a new written policy concerning FACTA, and implementing the Settlement. Class Counsel will also ask the Court to approve payment of up to \$5,000, to be paid from the Cash Fund, to Larry Tran for his services as the Class Representative.

### **When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a fairness hearing at [time] on [date], at 312 North Spring Street, Los Angeles, California 90012, in Department 7, before Judge Amy D. Hogue. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether the Class Representative and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Class. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement, including fees and costs to Class Counsel and service payment to the Class Representative. Class Counsel does not know how long these decisions will take.

### **Do I Have to Come to the Fairness Hearing?**

No. Class Counsel will answer any questions that the Court may have. But you are welcome to come to the hearing. You may also pay your own lawyer to attend, but it's not necessary.

### **May I Speak at the Fairness Hearing?**

If you would like to speak at the fairness hearing, you may do so as long as you have not excluded yourself from the Class.

You cannot speak at the fairness hearing if you exclude yourself from the Class.

### **Are There More Details About the Settlement and How Do I Get More Information?**

This notice summarizes the proposed Settlement. More details are contained in a Settlement agreement that you may obtain through the Settlement Administrator. For more information, you may: (1) visit the website [www.?????.com](http://www.?????.com); (2) write the Settlement Administrator at the following address: [insert]; or (3) call the Settlement Administrator at 1-???-???-?????. You may also view the Court file at 312 North Spring Street, Los Angeles, California 90012.