

ORIGINAL

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**FILED**  
Superior Court of California  
County of Los Angeles

**MAR 11 2020**

Sherri R. Carter, Executive Officer/Clerk  
By Alfredo Morales deputy  
ALFREDO MORALES

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

13 LARRY TRAN, on behalf of himself and all )  
14 others similarly situated, )  
15 Plaintiff, )  
16 v. )  
17 FASTENAL COMPANY (d/b/a Fastenal); )  
and DOES 1 through 100, inclusive, )  
18 Defendants. )  
19

Case No. BC717323

~~REVISED PROPOSED~~ ORDER  
GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND SCHEDULING  
FAIRNESS (FINAL APPROVAL) HEARING

Hearing  
Date: March 11, 2020  
Time: 11:00 a.m.  
Dept.: 7  
Judge: Hon. Amy D. Hogue

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

**FEB 18 2020**

**S. DREW**

1 The Court has received the Amended Stipulated Settlement Agreement and Release  
2 (hereinafter sometimes referred to as "Settlement" or "Agreement") entered into between plaintiff  
3 Larry Tran ("Tran" or "Plaintiff") and defendant Fastenal Company ("Fastenal" or "Defendant").

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

7 1. The Court hereby grants preliminary approval of the proposed Settlement upon the  
8 terms and conditions set forth in the Agreement. The Court preliminarily finds that the terms of  
9 the proposed Settlement are fair, adequate and reasonable and comply with California Code of  
10 Civil Procedure § 382 and California Rules of Court Rule 3.769.

11 2. The Court orders that the following Settlement Class is preliminarily certified for  
12 settlement purposes only: All consumers who, at any time during the period August 22, 2016 to  
13 September 6, 2018, were provided an electronically printed receipt at the point of a sale or  
14 transaction at any Fastenal store within the United States, on which receipt was printed more than  
15 the last 5 digits and/or the expiration date of the consumer's credit card or debit card. Excluded  
16 from the Settlement Class are all current and former employees, directors and officers of Fastenal.

17 3. The Court finds that, for purposes of the Settlement, the above-defined Settlement  
18 Class meets all of the requirements for class certification. The Court further finds that, for  
19 purposes of the Settlement, the requirements of California Code of Civil Procedure § 382 and  
20 California Rules of Court Rule 3.769 are satisfied and that (a) the Settlement Class is  
21 ascertainable, (b) the members of the Settlement Class are so numerous that joinder is  
22 impracticable, (c) there are questions of law and fact common to the Settlement Class members  
23 which predominate over any individual questions, (d) the representative Plaintiff's claims are  
24 typical of the claims of the Settlement Class members, (e) the Class Representative and Class  
25 Counsel have fairly, adequately, reasonably and competently represented and protected the  
26

27  
28 <sup>1</sup> Capitalized terms in this Order shall have the same meanings as in the Agreement, unless indicated otherwise.

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

3 4. The Court appoints plaintiff Larry Tran as the Class Representative for the  
4 Settlement Class.

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

7 6. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

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

19 8. The Court approves the proposed manner of the notice of Settlement set forth in the  
20 Agreement. The Court also approves of the Short-Form Notice, Newspaper Notice, Full Notice,  
21 and Claim Form attached to the Agreement as Exhibits B, C, D, and A, respectively, and the  
22 internet digital notice set forth in the Declarations of Christopher Longley of Atticus  
23 Administration, LLC.

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

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

5 10. Settlement Class members will have until 180 days from the first date of posting  
6 the Full Notice to exclude themselves from the Settlement (the "Opt-Out Deadline"). Settlement  
7 Class members may opt out by timely sending a written request to the Settlement Administrator  
8 postmarked no later than the Opt-Out Deadline. The Settlement Administrator shall promptly  
9 provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class  
10 members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will  
11 have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of  
12 the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard  
13 at the fairness (final approval) hearing.

14 11. Any Settlement Class member, on his or her own, or through an attorney hired at  
15 his or her own expense, may object to the terms of the Settlement. To be effective, any such  
16 objection must be in writing and include the contents described in paragraph 13 below, and must  
17 be mailed to the Settlement Administrator postmarked no later than 180 days from the first date of  
18 posting the Full Notice to the Settlement Class. Any objections not raised properly and timely will  
19 be waived. The Settlement Administrator shall promptly provide a copy of any such objection to  
20 counsel for each of the Parties.

21 12. Any Settlement Class member, on his or her own, or through an attorney hired at  
22 his or her own expense, may object to Class Counsel's award of attorney's fees and costs and/or  
23 the Class Representative's service (or incentive) award. To be effective, any such objection must  
24 be in writing and include the contents described in paragraph 13 below, and must be mailed to the  
25 Settlement Administrator postmarked no later than 180 days from the first date of posting the Full  
26 Notice to the Settlement Class. Any objections not raised properly and timely will be waived.  
27 The Settlement Administrator shall promptly provide a copy of any such objection to counsel for  
28 each of the Parties.

1           13. To be effective, any objection described in paragraph 11 or paragraph 12 above  
2 must contain all of the following information:

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

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

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

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

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

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

19           G. A statement of whether the objector intends to appear at the fairness  
20 hearing. If the objector intends to appear at the fairness hearing through counsel, the objection  
21 must also state the identity of all attorneys representing the objector who will appear at the fairness  
22 hearing.

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

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

8 14. By this Order, all Settlement Class members, unless and until they have timely  
 9 excluded themselves from the Settlement as set forth in this Order, are hereby enjoined from  
 10 filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, or class  
 11 member in, any other lawsuit or administrative, regulatory, arbitration or other proceeding in any  
 12 jurisdiction that concerns any claim(s) or cause(s) of action arising out of the facts alleged in  
 13 Plaintiff's Complaint or which is otherwise covered within the scope of Release by the Settlement  
 14 Class set forth in paragraph 16 of the Agreement.

15 15. The Court will hold a fairness (final approval) hearing on Oct. 14, 2020,  
 16 at 10:00 [a.m.] [~~10:00~~] to consider the fairness, reasonableness and adequacy of the proposed  
 17 Settlement as well as the award of attorney's fees and costs to Class Counsel and service (or  
 18 incentive) award to the Class Representative. The Court reserves the right to adjourn or continue  
 19 the fairness (final approval) hearing without further notice to the Settlement Class members.

20 16. The Court hereby further adopts the following schedule:

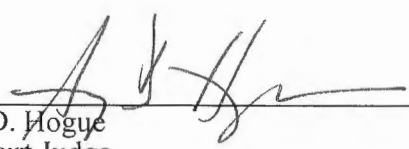
Event	Date (days from preliminary approval Order)	
Preliminary Approval Order	[March 11, 2020]	
Begin Short-Form Notice, Full Notice, Settlement Website, Targeted Internet Notice	20	3/31/2020
First Newspaper Notice	20 (approximate)	3/31/2020

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Begin Claims period, Objection period, Opt-out period	20	3/31/2020
Second Newspaper Notice	21-50 (approximate)	4/1/2020 - 4/30/2020
Third Newspaper Notice	51-100 (approximate)	5/1/2020 - 6/19/2020
Deadline to file motion for final approval and for fees, costs, incentive awards and post motion to Settlement Website	170	8/28/2020
End of Claims period, Objection period, Opt-Out period	200	9/28/2020
Hearing on final approval, Judgment entered	215 (approximate)	10/14/2020 <sup>at</sup> 10:00 A.M.
Final Accounting	515	8/9/2021
Final Distribution of any Residual Funds	545	9/7/2021

The Court sets a non-appearance hearing for August 23, 2020 at 10:00 a.m. for review of Administrator's  
 IT IS SO ORDERED. Declaration re: final accounting.

Dated: 3/11/2020

By:   
 Hon. Amy D. Hogue  
 Superior Court Judge