

**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 September 28, 2020:**

Fastenal Settlement
c/o Atticus Administration
P.O. BOX 64053
St. Paul, MN 55164

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-888-326-6411, **by no later than 11:59 p.m. Pacific Time on September 28, 2020.**

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.FastenalSettlement.com, **by no later than 11:59 p.m. Pacific Time on September 28, 2020.**

Please visit www.FastenalSettlement.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 September 28, 2020**, to the Settlement Administrator at the following address:

Fastenal Settlement
c/o Atticus Administration
P.O. BOX 64053
St. Paul, MN 55164

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 **September 28, 2020**.

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:

Fastenal Settlement
c/o Atticus Administration
P.O. BOX 64053
St. Paul, MN 55164

Any and all objections must be postmarked no later than **September 28, 2020**.

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 **10:00 a.m. on October 14, 2020**, 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.FastenalSettlement.com; (2) write the Settlement Administrator at the following address: Fastenal Settlement, c/o Atticus Administration, P.O. BOX 64053, St. Paul, MN 55164; or (3) call the Settlement Administrator at 1-888-380-2225. You may also view the Court file at 312 North Spring Street, Los Angeles, California 90012.