

1 Chant Yedalian, State Bar No. 222325  
(chant@chant.mobi)  
2 CHANT & COMPANY  
A Professional Law Corporation  
3 1010 N. Central Ave.  
Glendale, CA 91202  
4 Phone: 877.574.7100  
Fax: 877.574.9411  
5 Counsel for Plaintiff  
6  
7  
8  
9  
10

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

13 LARRY TRAN, on behalf of himself and all ) Case No. BC717323  
14 others similarly situated, )  
15 Plaintiff, ) **[PROPOSED] ORDER AND JUDGMENT**  
16 v. ) **GRANTING FINAL APPROVAL OF CLASS**  
17 FASTENAL COMPANY (d/b/a Fastenal); ) **ACTION SETTLEMENT, AND AWARDED**  
and DOES 1 through 100, inclusive, ) **ATTORNEY'S FEES AND COSTS TO**  
18 Defendants. ) **CLASS COUNSEL AND INCENTIVE**  
19 ) **AWARD TO THE CLASS**  
20 ) **REPRESENTATIVE**  
21 ) **HEARING**  
Date: October 14, 2020  
Time: 10:00 a.m.  
Dept.: 7  
Judge: Hon. Amy D. Hogue

1 On July 8, 2019, in connection with the Motion For Preliminary Approval Of Class Action  
2 Settlement, the Court received the Stipulated Settlement Agreement and Release entered into  
3 between plaintiff Larry Tran ("Tran" or "Plaintiff") and defendant Fastenal Company ("Fastenal"  
4 or "Defendant").

5 Prior to the continued preliminary approval hearing date of November 21, 2019, the Parties  
6 jointly filed additional supporting documents.

7 The Court held a preliminary approval hearing on November 21, 2019 and requested  
8 supplemental information and briefing, as well as a revised long-form settlement agreement  
9 (including revised notice documents).

10 On February 18, 2020, the Parties filed the requested supplemental information and  
11 briefing together with supporting declarations, as well as an Amended Stipulated Settlement  
12 Agreement and Release (hereinafter sometimes referred to as "Settlement" or "Agreement").

13 The Court held a further preliminary approval hearing on March 11, 2020, at which time  
14 the Court granted preliminary approval of the Settlement.

15 On August 28, 2020, Plaintiff filed a Motion For Final Approval Of Class Action  
16 Settlement, And For Award Of Attorney's Fees And Costs To Class Counsel And Incentive  
17 Award To The Class Representative ("Motion").

18 The Court held a fairness (final approval) hearing on October 14, 2020.

19 Having duly considered all submissions and arguments presented, IT IS HEREBY  
20 ORDERED AND ADJUDGED AS FOLLOWS:<sup>1</sup>

21 1. The Court hereby grants final approval of the proposed Settlement upon the terms  
22 and conditions set forth in the Agreement. The Court finds that the terms of the proposed  
23 Settlement are fair, adequate and reasonable and comply with California Code of Civil Procedure  
24 § 382 and California Rules of Court Rule 3.769.

25 2. The Court orders that the following Settlement Class is certified for settlement  
26 purposes only: All consumers who, at any time during the period August 22, 2016 to September 6,

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

1 2018, were provided an electronically printed receipt at the point of a sale or transaction at any  
2 Fastenal store within the United States, on which receipt was printed more than the last 5 digits  
3 and/or the expiration date of the consumer's credit card or debit card. Excluded from the  
4 Settlement Class are all current and former employees, directors and officers of Fastenal.

5         3.         The Court finds that, for purposes of the Settlement, the above-defined Settlement  
6 Class meets all of the requirements for class certification. The Court further finds that, for  
7 purposes of the Settlement, the requirements of California Code of Civil Procedure § 382 and  
8 California Rules of Court Rule 3.769 are satisfied and that (a) the Settlement Class is  
9 ascertainable, (b) the members of the Settlement Class are so numerous that joinder is  
10 impracticable, (c) there are questions of law and fact common to the Settlement Class members  
11 which predominate over any individual questions, (d) the representative Plaintiff's claims are  
12 typical of the claims of the Settlement Class members, (e) the Class Representative and Class  
13 Counsel have fairly, adequately, reasonably and competently represented and protected the  
14 interests of the Settlement Class throughout the litigation, and (f) a class action is superior to other  
15 available methods for the fair and efficient adjudication of the controversy.

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

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

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

21         7.         The Court finds that the Settlement is the product of serious, informed, non-  
22 collusive negotiations conducted at arm's-length by the Parties and with the assistance of mediator  
23 Martin Quinn. In making these findings, the Court considered, among other factors, the potential  
24 statutory damages claimed in the lawsuit on behalf of Plaintiff and members of the Settlement  
25 Class, Defendant's potential liability, the risks of continued litigation including trial outcome,  
26 delay and potential appeals, the substantial benefits available to the Settlement Class as a result of  
27 the Settlement, and the fact that the proposed Settlement represents a compromise of the Parties'  
28 respective positions rather than the result of a finding of liability at trial. The Court further finds

1 that the terms of the Settlement have no obvious deficiencies and do not improperly grant  
2 preferential treatment to any individual member of the Settlement Class.

3         8.         The Court finds that the notice that has been provided to Settlement Class  
4 members, as well as the means by which it was provided, including the Short-Form Notice,  
5 Newspaper Notice, Full Notice, and Claim Form attached to the Agreement as Exhibits B, C, D,  
6 and A, respectively, and the internet digital notice set forth in the Declarations of Christopher  
7 Longley of Atticus Administration, LLC, all of which the Court previously approved, constitutes  
8 the best notice practicable under the circumstances and is in full compliance with the United States  
9 Constitution, the California Constitution, California Rules of Court, and the requirements of due  
10 process. The Court further finds that the notice fully and accurately informed Settlement Class  
11 members of all material elements of the lawsuit and proposed class action Settlement, of each  
12 member's right to be excluded from the Settlement, and each member's right and opportunity to  
13 object to the proposed class action Settlement and be heard at the fairness (final approval) hearing.

14         9.         The Court finds that the manner and content of the notice of Settlement has been  
15 complied with in conformity with this Court's previous Orders.

16         10.        The Court finds that zero Settlement Class members have timely requested  
17 exclusion from the Settlement.

18         11.        The Court finds that zero Settlement Class members have timely objected to the  
19 Settlement.<sup>2</sup>

20         12.        The Court finds that zero Settlement Class members have timely requested to  
21 appear or be heard at the final approval hearing.

---

22  
23         <sup>2</sup> There was one correspondence received by Class Counsel from someone who identified  
24 herself as Jameelia Matheson claiming she is writing about a "Fastenal Credit Card Recall Class  
25 Action" and requesting "Mediation" and summarily claiming that "\$1,000.00 isn't sufficient for  
26 such Violation." See Yedalian Decl. Exh. 2 (redacted). Ms. Matheson's correspondence does not  
27 comply with the objection process (it does not contain the required contents and was not mailed to  
28 the Settlement Administrator). March 11, 2020 Order ¶¶ 11, 13; Agreement ¶ 15. In addition,  
Ms. Matheson has not established that she is a member of Settlement Class (objection requires,  
among other things, proof of Settlement Class membership). March 11, 2020 Order ¶¶ 11, 13;  
Agreement ¶ 15. To the extent Ms. Matheson were a member of Settlement Class and her  
correspondence were considered an objection, the Court would overrule it because it is without  
merit. This is not a "Recall" case and the complaint about \$1,000.00 not being sufficient is  
misinformed, particularly since Congress established the statutory damage range of \$100-\$1,000,  
and \$1,000 is the *maximum* statutory damage award for a FACTA violation. 15 U.S.C. § 1681n.

1           13.     All Settlement Class members who did not timely exclude themselves from the  
2 Settlement are bound by the Agreement, including the release contained in paragraph 16 of the  
3 Agreement.

4           14.     The Court hereby directs the Parties and the Settlement Administrator to effectuate  
5 all terms of the Settlement and the Agreement.

6           15.     The Court finds that the \$650 hourly rate of Class Counsel Chant Yedalian is  
7 reasonable based upon his respective qualifications, skills and experience.

8           16.     The Court hereby awards Class Counsel Chant Yedalian of Chant & Company A  
9 Professional Law Corporation \$433,333.33 in reasonable attorney's fees, to be paid from the Cash  
10 Fund, plus \$12,571.94 in costs, also to be paid from the Cash Fund. The payment of these fees  
11 and costs awarded to Class Counsel shall be made pursuant to the terms of the Agreement.

12           17.     The Court hereby awards \$5,000 to the Class Representative, Larry Tran, to paid  
13 from the Cash Fund, as an incentive (service) award to compensate him for his services as the  
14 representative of the Settlement Class. The payment of this incentive (service) award shall be  
15 made to the Class Representative pursuant to the terms of the Agreement.

16           18.     Each of the Parties is to bear its own fees and costs except as expressly provided in  
17 the Agreement or in this Order and Judgment.

18           19.     Any residual (including any and all residual funds from un-cashed checks) that may  
19 result from the Settlement shall be distributed to Legal Assistance For Seniors as the *cy pres*  
20 beneficiary of any residual funds.

21           20.     Pursuant to California Rules of Court Rule 3.769(h) the Court hereby enters this  
22 Order as a judgment, provided however, that without affecting the finality of the Settlement or  
23 Judgment entered herein, the Court shall retain continuing jurisdiction to interpret, implement and  
24 enforce the Settlement, and all orders and Judgment entered in connection therewith.

25           21.     The Settlement Administrator shall post this Order and Judgment on the Settlement  
26 website for a period of at least 30 days. This posting shall provide the requisite notice of the  
27 Judgment to the Settlement Class and satisfy the requirements of California Rules of Court Rule  
28 3.771(b)

1           22.     With respect to the events identified below, the Court again adopts the following  
2 schedule which it set in its March 11, 2020 preliminary approval Order:

Event	Date	
Final Accounting	August 9, 2021	
Non Appearance Case Review for Review of Administrator's Declaration Re: Final Accounting	August 23, 2021 10:00 a.m.	
Final Distribution of any Residual Funds	September 9, 2021	

12  
13           IT IS SO ORDERED.

14  
15 Dated: \_\_\_\_\_

16  
17 By: \_\_\_\_\_  
18       Hon. Amy D. Hogue  
19       Superior Court Judge