

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

**OCT 14 2020**

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

**SUPERIOR COURT 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

~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT

Date: October 14, 2020

Time: 10:00 a.m.

Dept.: SSC-7

**I. BACKGROUND**

Plaintiff Larry Tran sues Defendant Fastenal Company for alleged violations of the Fair and Accurate Credit Transactions Act (FACTA). Defendant is a corporation which operates stores in the United States, including in California, through which it sells, nuts, bolts, washers, various fasteners and other goods to its retail customers.

1 Plaintiff is a customer of Defendant. He seeks to represent a class of “all consumers  
2 who, at any time during the period August 22, 2016 to September 6, 2018, were  
3 provided an electronically printed receipt at the point of a sale or transaction at any  
4 Fastenal store within the United States, on which receipt was printed more than the last  
5 5 digits and/or the expiration date of the consumer's credit card or debit card.”

6 Plaintiff commenced this action on August 22, 2018 by filing a proposed class  
7 action complaint against Fastenal. Plaintiff’s Complaint alleges, inter alia, that Fastenal  
8 willfully violated FACTA by printing more than the last five digits and the expiration  
9 date of credit and debit cards on electronically printed customer receipts printed at a  
10 point of sale or transaction. Fastenal denies any wrongdoing or violation of FACTA.

11 Following investigation and discovery, on March 1, 2019, the Parties attended  
12 mediation with mediator Martin Quinn of JAMS. The parties did not reach a settlement  
13 at negotiation. However, they continued negotiating and, with the assistance of the  
14 mediator, reached an agreement in principle on April 10, 2019, and signed a  
15 Memorandum of Understanding on April 30, 2019. The Parties subsequently executed  
16 their long-form *Stipulated Settlement Agreement and Release* (“Settlement  
17 Agreement”), a copy of which was filed with the Court.

18 At the initial hearing on the preliminary approval motion, which took place on  
19 November 21, 2019, the Court issued a “Checklist” of items in need of further briefing  
20 and continued the hearing. In response, on February 18, 2020, Class Counsel filed  
21 supplemental briefing, including an Amended Settlement Agreement, a fully executed  
22 copy of which was filed with the Court.

23 The Court granted preliminary approval of the Amended Settlement Agreement  
24 on March 11, 2020. Notice was given to the Class Members as ordered. (See  
25 Declaration of Christopher Longley on Compliance With Notice Plan and

1 Administration (“Longley Decl. ISO Final”).) Now before the Court is Plaintiff’s  
2 motion for final approval of the Settlement Agreement, including for payment of fees,  
3 costs, and service awards to the named plaintiff.

4 For the reasons set forth below, the Court grants final approval of the settlement.  
5

## 6 **II. THE TERMS OF THE SETTLEMENT**

### 7 **A. SETTLEMENT CLASS DEFINITION**

- 8 • For settlement purposes only, the Parties stipulate to the following class  
9 definition (“Settlement Class”): “All consumers who, at any time during the  
10 period August 22, 2016 to September 6, 2018, were provided an electronically  
11 printed receipt at the point of a sale or transaction at any Fastenal store within  
12 the United States, on which receipt was printed more than the last 5 digits and/or  
13 the expiration date of the consumer's credit card or debit card. Excluded from the  
14 Settlement Class are all current and former employees, directors, and officers of  
15 Fastenal.” (§10, as amended.)
  - 16 ○ “Settlement Class Period” is August 22, 2016 to September 6, 2018.  
17 (*Ibid.*)
  - 18 ○ Fastenal had approximately 1,061,508 credit and debit card transactions  
19 where a consumer credit card or consumer debit card may have been used  
20 during the Settlement Class Period. Of this number of transactions,  
21 approximately 314,580 involved the use of a consumer credit card or  
22 consumer debit card, and some of the remaining 746,928 transactions,  
23 may have also involved the use of a consumer credit card or consumer  
24 debit card. Thus, the number of transactions during the Settlement Class  
25

1 Period where a consumer credit card or consumer debit card was used  
2 ranges from approximately 314,580 to approximately 1,061,508. All  
3 credit and debit card printed customer receipts issued by Fastenal during  
4 the Settlement Class Period included the first 4 digits and the last 4 digits  
5 and the expiration date of the respective credit or debit card printed on the  
6 receipt. (*Ibid.*)  
7

## 8 **B. THE MONETARY TERMS OF SETTLEMENT**

9 The essential monetary terms are as follows:

- 10 • The Cash Fund (“Gross”) to be paid by Defendant is \$1,300,000, non-  
11 reversionary. (¶11.a)
- 12 • The Net Cash Fund (“Net”) (\$669,004.67) is the Gross minus the following:
  - 13 ○ Up to \$433,333.33 (33 1/3%) for attorney fees (¶19);
  - 14 ○ Up to \$25,000 for litigation costs (*Ibid.*);
  - 15 ○ Up to \$5,000 for a Service Award to the Class Representative (¶18); and
  - 16 ○ Estimated \$167,662 for claims administration (¶11.c, as amended; Supp.  
17 Longley Decl. ISO Prelim at Ex. A);
- 18 • **Claim Submission.** Settlement Class members had 180 days from the date Full  
19 Notice was first posted on the Settlement Website to submit a claim (the "Claims  
20 Period"). Settlement Class members needed to use the claim form ("Claim  
21 Form"), or its electronic version on the Settlement Website, to have submitted a  
22 claim. Settlement Class members could also submit a Claim Form (together with  
23 the required documentation) by postal mail or by facsimile. Claim Forms were  
24 submitted to the Settlement Administrator's postal address or the Settlement  
25 Administrator's facsimile number. Alternatively, Settlement Class members

1 could submit a claim by completing and submitting an electronic version of the  
2 Claim Form (and uploading and submitting the required documentation) on the  
3 internet through the Settlement Website. (¶11.d)

- 4 ○ Each Settlement Class member could submit only one claim, regardless of  
5 whether they made one or more credit or debit card transactions during  
6 the period August 22, 2016 to September 6, 2018. (*Ibid.*)
- 7 ○ A valid claim required that a Settlement Class member produce evidence  
8 that he or she received a customer receipt from Fastenal at any time  
9 during the period August 22, 2016 to September 6, 2018 that displayed  
10 more than the last 5 digits and/or expiration date of his or her credit or  
11 debit card, and to state that he or she used their own personal card for  
12 such transaction. In addition to stating that he or she used their own  
13 personal card for the subject transaction, proof of claim could consist of  
14 the original or a copy of either (1) a customer receipt containing more  
15 than the last 5 digits and/or expiration date of his or her credit or debit  
16 card showing that he or she made a transaction at any Fastenal store in the  
17 United States at any time during the period August 22, 2016 to September  
18 6, 2018, or (2) a credit or debit card statement (which will be encouraged  
19 to be in redacted form) showing that he or she made a transaction at any  
20 Fastenal store in the United States at any time during the period August  
21 22, 2016 to September 6, 2018. (*Ibid.*)

22 • **Opt-Outs/Objections.**

- 23 ○ Opt-out. Settlement Class members had until 180 calendar days after the  
24 first date of posting the Full Notice to the Class to exclude themselves  
25 from the Settlement (the "Opt-Out Deadline"). Settlement Class members

1 could opt out by timely sending a written request to the Settlement  
2 Administrator postmarked no later than the Opt-Out Deadline. (§14.a, as  
3 amended.)

4 ○ Objections.

5 ■ To fairness of settlement. Any Settlement Class member, on his or  
6 her own, or through an attorney hired at his or her own expense,  
7 could object to the terms of the Settlement. Any such objection  
8 must have been mailed to the Settlement Administrator. To be  
9 effective, any such objection must have been in writing and  
10 included the contents described in paragraph 15(c), and must have  
11 been mailed and postmarked no later than 180 calendar days after  
12 the first date of posting the Full Notice to the Class, or as the Court  
13 otherwise directed. (§15.a)

14 ■ To attorneys' fees/costs. Any Settlement Class member, on his or  
15 her own, or through an attorney hired at his or her own expense,  
16 could object to Class Counsel's motion for an award of attorney's  
17 fees and costs and/or the Class Representative's motion for service  
18 (or incentive) award. Such motion should have been be posted on  
19 the Settlement Website no later than 30 calendar days before the  
20 fairness (final approval) hearing scheduled by the Court. Any  
21 objection must have been mailed to the Settlement Administrator.  
22 To be effective, any such objection must have been in writing and  
23 included the contents described in paragraph 15(c), and was mailed  
24 and postmarked no later than 180 calendar days after the first date  
25

1 of posting the Full Notice to the Class, or as the Court otherwise  
2 directed. (§15.b, as amended.)

3 • **Distributions from Cash Fund.** The Net Cash Fund will be divided by the total  
4 number of Settlement Class members who submitted a valid and timely claim to  
5 determine each claiming Settlement Class member's pro-rata share (the "Pro-  
6 Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$1,000, each  
7 Settlement Class member who submitted a valid and timely claim will be mailed  
8 a check in the amount of \$1,000 (less any applicable backup withholding), to be  
9 paid from the Net Cash Fund. In the event the Pro-Rata Share is less than  
10 \$1,000, each Settlement Class Member who submitted a valid and timely claim  
11 will be mailed a check in the amount of the Pro-Rata Share (less any applicable  
12 backup withholding), to be paid from the Net Cash Fund. (§11.b)

13 • **Distribution of Residue.** Given the nature of this particular consumer class  
14 action case, the Parties expected that relatively few claims would be made and  
15 that a residue will result.<sup>1</sup> Accordingly, the Parties agreed on a plan for the  
16 disposition of the anticipated residue. Thus, if any residual funds from the Net  
17 Cash Fund remain after claims payments are made to the Settlement Class  
18 members, any and all such residual funds will be distributed cy pres to one or  
19 more 501(c)(3) charities to be agreed upon by the Parties and proposed to the  
20 Court in connection with the motion for preliminary approval, consistent with  
21 C.C.P. § 384. The Parties agreed to propose Legal Assistance for Seniors as the  
22 cy pres recipient. (§11.b.i, as amended.)

23  
24  
25 

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<sup>1</sup> The Parties asserted that response rates in consumer class actions are generally low. A particularly low claims rate was anticipated in the instant case because Defendant lacks access to information that would enable it to determine the postal addresses or other contact information for Class Members. (Joint Supp. Brief ISO Prelim at 7:20-23.)

1           o The Parties selected Legal Assistance for Seniors “LAS”, a charitable  
2 non-profit organization under IRS § 501(c)(3) as the cy pres recipient.  
3 The goal of Legal Assistance for Seniors (“LAS”) is to protect the legal  
4 rights of seniors through education, counseling and advocacy. LAS  
5 provides litigation representation for seniors who are the victim of  
6 financial elder abuse. Further, LAS advocates on behalf of seniors  
7 regarding financial and consumer matters. (See Declaration of James  
8 Treggiari ISO Prelim ¶¶2-7.)

9           ▪ No Counsel or Party has any interest or involvement in the  
10 designated cy pres recipient. (Declarations of John Milek ISO  
11 Prelim ¶2; E. Crystal Lopez ISO Prelim ¶2; Declaration of Chant  
12 Yedalian ISO Prelim ¶3; Declaration of Larry Tran ISO Prelim  
13 ¶3.)

14       • **Implementation of FACTA Compliance Policy.** Not later than twenty days  
15 after the Settlement Date, Fastenal shall implement a written company policy  
16 which states that it will not print more than the last five digits of the credit or  
17 debit card number nor the credit or debit card expiration date upon any printed  
18 receipt provided to any customer that uses a credit or debit card to transact  
19 business with Fastenal. In addition, Fastenal has already ceased printing more  
20 than the last five digits of the credit or debit card number and the credit or debit  
21 card expiration date on printed receipts it issues to its customers. On August 21,  
22 2018, Plaintiff, through his counsel, sent to Fastenal a letter entitled Notice To  
23 Cease And Desist FACTA Violations; And Notice Of Intended Class Action  
24 Lawsuit. Enclosed with the August 21, 2018 letter was a copy of the Complaint  
25 which was about to be filed. In response to the August 21, 2018 letter and



1 Plaintiff's Complaint filed on August 22, 2018, Fastenal took measures to change  
2 its Point of Sale ("POS") equipment such that by September 6, 2018 all of its  
3 stores ceased printing more than the last five digits of the credit or debit card  
4 number and the credit or debit card expiration date on printed receipts issued to  
5 its customers. (¶11.e)

- 6 • **"Settlement Date"**. The Settlement shall become effective (the "Settlement  
7 Date") upon the entry of a final order and judgment ("Judgment") by the Court  
8 and the Judgment becoming final by virtue of it having become final and non-  
9 appealable through (i) the expiration of all allowable periods for appeal or  
10 discretionary appellate review without an appeal or request for discretionary  
11 appellate review having been filed, or (ii) final affirmance of the Judgment on  
12 appeal or remand, or final dismissal or denial of all such appeals and requests for  
13 discretionary review. The Court shall retain continuing jurisdiction over the  
14 interpretation, implementation and enforcement of the Settlement. (¶21)
- 15 • The claims administrator is Atticus Administration, LLC (¶11.c; see also,  
16 Declaration of Christopher Longley ISO Prelim.)
- 17 • Notice of final judgment will be posted on the Settlement Administrator's  
18 website for a period of at least 30 days following entry of judgment. (¶23.g, as  
19 amended.)

### 20 21 **C. TERMS OF RELEASES**

22 **Release by the Settlement Class.** As of the Settlement Date, and except as  
23 to such rights or claims created by the Settlement, Tran and each Settlement Class  
24 member who does not timely opt-out of the Settlement forever discharge and release  
25 Fastenal as well as its insurers, predecessors, successors, affiliates, and all of their

1 officers, shareholders, directors, managers, members, partners, employees, attorneys,  
2 and agents, from any and all suits, claims, debts, liabilities, demands, obligations,  
3 guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action, in law  
4 or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out  
5 of the facts alleged in Plaintiff's Complaint from August 22, 2016 to September 6,  
6 2018, concerning Fastenal. (¶16)

### 8 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

9 “Before final approval, the court must conduct an inquiry into the fairness of the  
10 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the  
11 settlement agreement after the final approval hearing, the court must make and enter  
12 judgment. The judgment must include a provision for the retention of the court's  
13 jurisdiction over the parties to enforce the terms of the judgment. The court may not  
14 enter an order dismissing the action at the same time as, or after, entry of judgment.”  
15 Cal. Rules of Court, rule 3.769(h).

16 As discussed more fully in the Order conditionally approving the settlement, “[i]n  
17 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to  
18 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class  
19 action. The purpose of the requirement [of court review] is the protection of those class  
20 members, including the named plaintiffs, whose rights may not have been given due  
21 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*  
22 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks  
23 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245  
24 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*  
25 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the

1 extent necessary to reach a reasoned judgment that the agreement is not the product of  
2 fraud or overreaching by, or collusion between, the negotiating parties, and that the  
3 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal  
4 quotation marks omitted].

5 “The burden is on the proponent of the settlement to show that it is fair and  
6 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is  
7 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
8 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
9 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91  
10 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
11 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
12 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
13 116, 130. “Rather, to protect the interests of absent class members, the court must  
14 independently and objectively analyze the evidence and circumstances before it in order  
15 to determine whether the settlement is in the best interests of those whose claims will be  
16 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In  
17 that determination, the court should consider factors such as “the strength of plaintiffs’  
18 case, the risk, expense, complexity and likely duration of further litigation, the risk of  
19 maintaining class action status through trial, the amount offered in settlement, the extent  
20 of discovery completed and stage of the proceedings, the experience and views of  
21 counsel, the presence of a governmental participant, and the reaction of the class  
22 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and  
23 the court is free to engage in a balancing and weighing of factors depending on the  
24 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

1           **A.     A PRESUMPTION OF FAIRNESS EXISTS**

2           The Court preliminarily found in its Order of March 11, 2020, that the  
3 presumption of fairness should be applied. No facts have come to the Court’s attention  
4 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a  
5 presumption of fairness as set forth in the preliminary approval order.

6           **B.     THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

7           The settlement was preliminarily found to be fair, adequate and reasonable.

8           Notice of the proposed settlement was provided to the Settlement Class through  
9 the interactive settlement website ([www.fastenalsettlement.com](http://www.fastenalsettlement.com)), a targeted digital ad  
10 notice campaign, and newspaper notice. (Longley Decl. ISO Final at ¶3.) The settlement  
11 website was viewable in English and Spanish, and provided information about the  
12 settlement and applicable court documents, including the Settlement Agreement, Full  
13 Notice and Claim Form. Settlement Class members had the option of submitting their  
14 claim through the Settlement Website. (*Id.* at ¶4.) A toll-free settlement information line  
15 (1-888-380-2225) was also established for any general inquiries for the settlement, and  
16 was published on the website and in the newspaper notice. (*Id.* at ¶5.) As of the date of  
17 the claim administrator’s Declaration, the settlement website received a total of 54,733  
18 visits, and 629 documents were downloaded. Further, the administrator received one (1)  
19 written correspondence and 280 phone calls to the toll-free line inquiring about the  
20 settlement. (*Id.* at ¶6.)

21           In addition, copies of the Short-Form Notice were posted, in English and Spanish,  
22 at or near the front door or each cash register within each of the public Fastenal stores  
23 that print receipts at the point of sale in the United States. (Declaration of John Milek ISO  
24 Final ¶¶ 2-3.)

1 The notice process resulted in the following:

2 Number of claimants: 801 total; 672 of which were deemed valid and 129  
3 deemed invalid due to duplication of claim or an invalid submittal.

4 Number of opt-outs: 0

5 Number of objections: 0

6 Number of participating class members: 672

7 (Supplemental Longley Decl. ISO Final ¶¶3-4.)

8 The Court finds that the notice was given as directed and conforms to due process  
9 requirements. Given the reactions of the Class Members to the proposed settlement and  
10 for the reasons set forth in the Preliminary Approval order, the settlement is found to be  
11 fair, adequate, and reasonable.

12 **C. CLASS CERTIFICATION IS PROPER**

13 For the reasons set forth in the preliminary approval order, certification of the  
14 Class for purposes of settlement is appropriate.

15 **D. ATTORNEY FEES AND COSTS**

16 Class Counsel requests **\$433,333.33** (33 1/3%) for attorney fees and **\$12,571.94**  
17 for costs. (Yedalian Decl. ISO Final, ¶¶65, 102.)

18 Courts have an independent responsibility to review an attorney fee provision and  
19 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*  
20 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
21 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
22 503.

23 In the instant case, fees are sought pursuant to the percentage method. (Motion for  
24 Final Approval, pgs. 23-25.) The \$433,333.33 fee request is 1/3 of the Cash Fund.

1 Here, the \$433,333.33 fee request represents a reasonable percentage of the total  
2 funds paid by Defendant. Further, the notice expressly advised class members of the fee  
3 request, and no one objected. (Supp. Longley Decl. ISO Final ¶4; Longley Decl. ISO  
4 Final Exhibit A.) Accordingly, the Court awards fees in the amount of **\$433,333.33**.

5 Class Counsel requests **\$12,571.94** in costs. This is lower than the \$25,000 cap  
6 provided in the Settlement Agreement (¶19). The amount was disclosed to Class  
7 Members in the Notice, and no objections were received. (Supp. Longley Decl. ISO  
8 Final ¶4; Longley Decl. ISO Final Exhibit A.) Class Counsel represents that they have  
9 incurred actual costs in the amount of \$12,571.94. (Yedalian Decl. ISO Final ¶102.) The  
10 costs include, but are not limited to: Plaintiff's share of mediator's fees (\$5,907.27),  
11 flights, hotels and other travel related for counsel and client for mediation (\$2,116.47),  
12 and court reporter and transcript fees (\$1,749). (*Ibid.*)

13 The costs appear to be reasonable and necessary to the litigation, are reasonable  
14 in amount, and were not objected to by the class.

15 For all of the foregoing reasons, costs of **\$12,571.94** are approved.

16 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

17 A service (or incentive) fee award to a named class representative must be  
18 supported by evidence that quantifies the time and effort expended by the individual and  
19 a reasoned explanation of financial or other risks undertaken by the class representative.  
20 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;  
21 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395  
22 [“Criteria courts may consider in determining whether to make an incentive award  
23 include: (1) the risk to the class representative in commencing suit, both financial and  
24 otherwise; (2) the notoriety and personal difficulties encountered by the class  
25 representative; (3) the amount of time and effort spent by the class representative; (4) the

1 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the  
2 class representative as a result of the litigation. (Citations.)”].

3 Here, the Class Representative requests an enhancement award in the amount of  
4 **\$5,000**. (Yedalian Decl. ISO Final ¶104.)

5 Plaintiff Larry Tran represents that he contributed to this litigation as follows:  
6 regularly and consistently communicating with his counsel throughout the time the  
7 lawsuit was pending; reviewing relevant documents, providing input, and otherwise  
8 being kept apprised of litigation-related events and developments; providing ideas and  
9 input to his attorney in the various rounds of settlement negotiations and exchanges; and  
10 traveling from San Diego to San Francisco and participating in-person at the mediation.  
11 Plaintiff estimates that he devoted approximately 45-50 hours of his time on the matter.  
12 (Declaration of Larry Tran ¶5.)

13 In light of the above-described contributions to this action, and in  
14 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award  
15 for plaintiff Tran is reasonable and approved.

#### 16 **F. SETTLEMENT ADMINISTRATION COSTS**

17 The Settlement Administrator, Atticus Administration LLC, requests **\$167,662** in  
18 compensation for its work in administering this case. (Longley Decl. ISO Final ¶9.) At  
19 the time of preliminary approval, costs of settlement administration were estimated at  
20 \$167,662. (¶11.c) Class Members were provided with notice of this amount and did not  
21 object. (Supp. Longley Decl. ISO Final ¶4; Longley Decl. ISO Final Exhibit A.)

22 Accordingly, claims administration costs are approved in the amount of **\$167,662**.

#### 24 **IV. CONCLUSION AND ORDER**

25 The Court hereby:

- 1 (1) Grants class certification for purposes of settlement;
- 2 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 3 (3) Awards \$433,333.33 in attorney fees to Class Counsel, Chant & Company;
- 4 (4) Awards \$12,571.94 in litigation costs to Class Counsel;
- 5 (5) Awards \$5,000 as a Class Representative Service Award to Larry Tran;
- 6 (6) Awards \$167,662 in claims administration costs to Atticus Administration LLC;
- 7 (7) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 8 and containing the class definition, full release language, and the name of the
- 9 class member who opted out by 10/14, 2020;
- 10 (8) Orders class counsel to provide notice to the class members pursuant to
- 11 California Rules of Court, rule 3.771(b); and
- 12 (9) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
- 13 Settlement Funds for

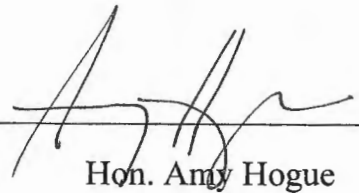
14 8/23/2021, at 10:00 a.m.

15 Final Report is to be filed by

16 5 court days prior to hearing.

19 Dated:

10/14/2020

18 

Hon. Amy Hogue

Judge of the Superior Court



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5 Counsel for Plaintiff  
6  
7  
8  
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10

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Superior Court of California  
County of Los Angeles

**OCT 14 2020**

**Sherril R. Garner, Executive Officer/Clerk  
By: Alfredo Morales, Deputy**

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **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

**~~PROPOSED~~ JUDGMENT**

**HEARING**

Date: October 14, 2020

Time: 10:00 a.m.

Dept.: 7

Judge: Hon. Amy D. Hogue

1 Consistent with the Court's Order Granting Motion For Final Approval Of Class Action  
2 Settlement ("Final Approval Order"), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

3 1. Capitalized terms herein shall have the same meanings as in the Amended  
4 Stipulated Settlement Agreement and Release (hereinafter sometimes referred to as "Settlement"  
5 or "Agreement"), unless indicated otherwise.

6 2. Pursuant to California Rules of Court Rule 3.769(h), and consistent with the  
7 Agreement, the Court hereby enters judgment for Plaintiff Larry Tran and Settlement Class  
8 members who did not exclude themselves from the Settlement.

9 3. No Settlement Class members requested to be excluded from the Settlement.

10 4. The Settlement Class members bound by this Judgment include "All consumers  
11 who, at any time during the period August 22, 2016 to September 6, 2018, were provided an  
12 electronically printed receipt at the point of a sale or transaction at any Fastenal store within the  
13 United States, on which receipt was printed more than the last 5 digits and/or the expiration date  
14 of the consumer's credit card or debit card. Excluded from the Settlement Class are all current and  
15 former employees, directors and officers of Fastenal."

16 5. The scope of the release for Settlement Class members is as follows: "As of the  
17 Settlement Date, and except as to such rights or claims created by the Settlement, Tran and each  
18 Settlement Class member who does not timely opt-out of the Settlement forever discharge and  
19 release Fastenal as well as its insurers, predecessors, successors, affiliates, and all of their officers,  
20 shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any  
21 and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'  
22 fees, damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or  
23 indirect, known or unknown, arising out of the facts alleged in Plaintiff's Complaint from August  
24 22, 2016 to September 6, 2018, concerning Fastenal."

25 6. Settlement Class members' payments shall be made from the Net Cash Fund  
26 according to the terms of the Agreement. The Net Cash Fund is equal to the \$1,300,000.00 Cash  
27 Fund, minus the following payments, which shall also be made pursuant to the Agreement:

28 a. Attorney fees in the amount of \$433,333.33 to Class Counsel;

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- b. Costs in the amount of \$12,571.94 to Class Counsel;
- c. A Class Representative Service Award of \$5,000.00 to Plaintiff Larry Tran;
- d. Claims administration costs of \$167,662.00 to Atticus Administration, LLC.

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

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

Dated: OCT 14 2020

By: AMY D. HOGUE, JUDGE  
Hon. Amy D. Hogue  
Superior Court Judge