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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

Coordination Proceeding
Special Title (Rule 3.550)
Black & Decker Wage and Hour Cases
Included Actions:

Mancillas v. Stanley Black & Decker, Inc.

*Cosico and Martell v. Stanley Black &
Decker, Inc., et al.*

Judicial Council Coordination Proceeding Case
No. **JCCP 5218**

[Hon. David S. Cohn]

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
NO. CIVSB2123358

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
NO. 21CV002218

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SOLUTIONS, INC.

1 **JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION**
2 **SETTLEMENT**

3 This Joint Stipulation of Class and PAGA Representative Action Settlement (“Joint Stipulation of
4 Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs PAUL
5 MANCILLAS, MATT MARTELL, and EDWARD COSICO, individually, and on behalf of all others
6 similarly situated (“Plaintiffs” or “Class Representatives”), and Defendants STANLEY BLACK &
7 DECKER, INC. and STANLEY CONVERGENT SECURITY SOLUTIONS, INC. (“Defendants”).
8 Plaintiffs and Defendants are sometimes referred to individually as a “Party” or collectively referred to
9 herein as “the Parties.” THE PARTIES STIPULATE AND AGREE as follows:

10 **DEFINITIONS**

11 1. For purposes of this Settlement, this matter, entitled *Black & Decker Wage and Hour*
12 *Cases*, JCCP Case No. 5218, is referred to herein as the “Action.” The Action is comprised of two
13 coordinated matters previously entitled *Mancillas v. Stanley & Black Decker, Inc., et al.*, San Bernardino
14 County Case No. CIVSB2123358 and *Cosico, et al. v. Stanley Black & Decker, Inc., et al.*, Alameda
15 County Case No. 21CV002218.

16 2. For purposes of this Settlement, “Complaints” refers to the first amended complaint filed
17 by Plaintiff Mancillas on November 29, 2021 in San Bernardino County Case No. CIVSB2123358, and
18 the complaint filed by Plaintiffs Martell and Cosico on November 9, 2021 in Alameda County Case No.
19 21CV002218.

20 3. For purposes of this Settlement, the “Class Period” is August 30, 2017 through the date the
21 Court grants preliminary approval.

22 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All current
23 and former non-exempt employees of Defendants who worked in California during the Class Period.
24 “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the
25 Settlement Administrator. The Parties estimate that the Class included approximately 1,806 individuals as
26 of the September 22, 2022 mediation.

27 5. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC and
28 WILSHIRE LAW FIRM.

6. For purposes of this Settlement, “Class List” shall have the meaning set forth in Paragraph 44(a) below.

7. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a Class Member worked at Defendants’ locations in California during the Class Period.

8. For purposes of the Settlement, “Defendants’ Counsel” means JONES DAY.

9. For purposes of the Settlement, “Effective Date” refers to the date all of the following have occurred: (i) final approval of the settlement is granted by the Court; and (ii) Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no objection is made, or if an objection is withdrawn prior to the date the Court grants final approval, the date the final approval order is signed.

10. For purposes of this Settlement, “Escalator Clause” shall have the meaning set forth in Paragraph 38(c) below.

11. For purposes of this Settlement, “FLSA” means the Fair Labor Standards Act.

12. For purposes of this Settlement, “Gross Settlement Amount” shall have the meaning set forth in Paragraph 38(b) below.

13. For purposes of this Settlement, “Judgment” means the order granting final approval of the Settlement and entering judgment thereon.

14. For purposes of this Settlement, “Net Settlement Amount” shall have the meaning set forth in Paragraph 38(f) below.

15. For purposes of this Settlement, “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

16. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that the PAGA Allocation will be \$150,000 from the Gross Settlement Amount. Pursuant to PAGA, Seventy Five Percent (75%), or \$112,500, of the PAGA Allocation will be paid to the

1 Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty Five
2 Percent (25%), or \$37,500, of the PAGA Allocation will be included in the Net Settlement Amount for
3 PAGA Employees (“PAGA Settlement Payment”).

4 17. For purposes of this Settlement, “PAGA Employee” means all Class Members that worked
5 during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement only, all
6 PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

7 18. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods
8 each PAGA Employee worked during the PAGA Period.

9 19. For purposes of this Settlement, “PAGA Period” means the period between August 30,
10 2020 through the earlier of the date preliminary approval is granted.

11 20. For purposes of this Settlement, “PAGA Representatives” means Plaintiffs.

12 21. For purposes of this Settlement, “Plaintiffs’ Released Claims” shall have the meaning set
13 forth in Paragraph 38(m) below.

14 22. For purposes of this Settlement, “Released Claims” means any and all claims stated in the
15 Action, or that could have been stated based on the facts alleged in the Action, including but not limited to
16 all wage and hour claims (including all claims under the California Labor Code or the FLSA) relating to
17 unpaid wages (including, but not limited to, unpaid minimum wages, straight time wages, overtime wages,
18 doubletime wages, vacation pay, bonus pay, commission pay, and all other types of wages), off-the-clock
19 work, untimely wages, meal periods and any premiums owed, rest periods and any premiums owed,
20 unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys’ fees,
21 waiting time penalties, withholding from wages and the related provisions of the Labor Code including but
22 limited to Labor Code §§ 201-204, 210, 216, 218.6, 221, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194,
23 1194.2, 1197, 1198, 2802, derivative claims under California Business & Professions Code §§ 17200 et
24 seq., and all claims under the governing Wage Order, and FLSA for the entire Class Period.

25 23. For purposes of this Settlement, “Released PAGA Claims” means any and all claims
26 arising under PAGA which were or could have been raised in the Action during the entire PAGA Period.

27 24. For purposes of this Settlement, “Response Deadline” means the date sixty (60) days after
28 the Settlement Administrator initially mails the “Notice” (as defined in Paragraph 38(r)) to Settlement

1 Class Members and the last date on which Settlement Class Members may submit a “Request to be
2 Excluded” (as defined in Paragraph 38(u)) or written objection to the Settlement. In the case of a re-
3 mailed Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 14
4 calendar days from re-mailing. The Response Deadline may be extended only as expressly described
5 herein.

6 25. For purposes of this Settlement, “Service Payments” shall have the meaning set forth in
7 Paragraph 38(m) below.

8 26. For purposes of this Settlement, “Settlement Payments” means all of the payments to
9 Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA
10 Employees.

11 **STIPULATED BACKGROUND**

12 27. On August 30, 2021, Plaintiff Mancillas filed a putative Class Action alleging the
13 following labelled causes of action: (1) Failure to Pay Minimum Wage [Cal. Lab. Code §§ 204, 1194,
14 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3)
15 Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest
16 Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code
17 § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to
18 Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices
19 [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. (“Mancillas Action”). Plaintiff Mancillas seeks to represent all
20 persons that worked for Stanley Black & Decker, Inc. in California as an hourly-paid, non-exempt
21 employee at any time during the period beginning four years before the filing of the initial complaint and
22 ending when Notice to the Class is sent.

23 28. Plaintiff Mancillas satisfied the administrative exhaustion requirement that is a prerequisite
24 to filing a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab.
25 Code § 2699, *et seq.*] (“PAGA”). On November 29, 2021, Plaintiff Mancillas filed a First Amended
26 Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*].

27 29. On November 9, 2021, Plaintiffs Cosico and Martell filed a putative class action alleging
28 the following labelled causes of action: (1) Failure to Pay Minimum and Straight Time Wages [Cal. Lab.

Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (6); Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802] and (7) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. (“Cosico Action”). Plaintiffs Cosico and Martell seek to represent all persons that worked for Stanley Black & Decker, Inc. and Stanley Convergent Security Solutions, Inc. in California as an hourly-paid, non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint and ending when Notice to the Class is sent.

30. On or about December 13, 2021, Defendants filed a petition to coordinate the Mancillas Action and the Cosico Action. Judge David S. Cohn heard and granted Defendants’ petition on or about March 9, 2022.

31. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have been met and are met. More specifically for settlement purposes only, the Parties stipulate and agree that:

- (a) The Class is ascertainable and so numerous as to make it impracticable to join all Class Members.
- (b) There are common questions of law and fact including, but not limited to, the following:
 - 1) Whether or not Defendants paid proper wages to the Class;
 - 2) Whether or not Defendants provided meal periods to the Class;
 - 3) Whether or not Defendants provided rest periods to the Class;
 - 4) Whether or not Defendants paid compensation timely upon separation of employment to former Class Members;
 - 5) Whether or not Defendants paid compensation timely throughout Class Members’ employment;
 - 6) Whether or not Defendants provided accurate itemized statements to the Class;

- 1 7) Whether or not waiting-time penalties are available to the Class for
2 violation of California Labor Code § 203;
3 8) Whether or not Defendants maintained requisite records;
4 9) Whether or not Defendants reimbursed all necessary business expenses;
5 10) Whether or not Defendants paid proper meal and/or rest period pay and
6 premiums to the Class; and,
7 11) Whether or not Defendants engaged in unlawful or unfair business
8 practices affecting the Class in violation of California Business and
9 Professions Code §§ 17200-17208.
- 10 (c) Plaintiffs' claims are typical of the claims of the Class Members.
11 (d) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the
12 Class.
13 (e) The prosecution of separate actions by individual members of the Class would
14 create the risk of inconsistent or varying adjudications, which would establish
15 incompatible standards of conduct.
16 (f) With respect to the Class, questions of law and fact common to the members of the
17 Class predominate over any questions affecting any individual member in such
18 Class, and that a class action is superior to other available means for the fair and
19 efficient adjudication of the controversy.

20 32. Should, for whatever reason, the Settlement not become effective, the fact that the Parties
21 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be
22 admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be
23 certified in a non-Settlement context in this Action or in any other lawsuit. Defendants expressly reserve
24 their right to oppose claim or class certification in this or any other action should this Settlement not
25 become effective.

26 33. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the
27 claims alleged in the Action, and Defendants further deny that, for any purpose other than settling this
28 lawsuit, the Action is appropriate for class or representative treatment. With respect to Plaintiffs' claims,

Defendants contend, among other things, that Plaintiffs and the Class Members have been paid proper wages, have been provided meal periods or they have been made available as required, have been provided rest periods or they have been authorized and permitted as required, did not incur any business expenses that were not reimbursed, have been paid timely wages upon separation of employment, and have been provided with accurate itemized wage statements. Defendants contend, among other things, that they have complied at all times with the California Labor Code and any applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendants contend that they have complied at all times with the California Business and Professions Code and the FLSA.

34. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action.

35. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendants. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate issues.

36. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

37. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

38. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

- (a) It is agreed by and among the Class and Defendants that this Action and any claims, damages, or causes of action arising out of or related to the disputes which

are the subject of this Action, be settled and compromised as between the Class and Defendants, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

- (b) Gross Settlement Amount: Defendants' maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payments to the named Plaintiffs, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is \$3,500,000.00 ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.
- (c) Escalator Clause: In the event of an increase of more than 10% from original estimate of 170,000 workweeks in the Class Period (i.e. specifically 187,000 or more workweeks), the settlement amount shall be increased by the percentage that that actual number of class members or workweeks exceeds a 10% increase from the original estimates. For example, if the class size is 12% larger, the settlement amount shall be increased by 2% (the "Escalator Clause"). The Gross Settlement Amount will not be reduced for any reason.
- (d) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendants.
- (e) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement payment.
- (f) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$3,500,000.00) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed one-third of the Gross Settlement Amount, or \$1,166,667); (2) reasonable litigation costs (not to exceed \$25,000.00); (3) the Service Payments (not to exceed \$10,000.00 to each of the named Plaintiffs); (4) the PAGA Penalty Payment in the amount of

\$112,500.00 (which is 75% of the PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$30,000). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(g) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes and as set forth in the Escalator Clause, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendants' employer share of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendants in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(h) Settlement Class Payments (Excludes PAGA Settlement Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payment), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$\frac{[\text{Workweeks worked by a Settlement Class Member}]}{[\text{Sum of all Covered Workweeks worked by all Settlement Class Members}]} \times [\text{Net Settlement Amount} - \text{PAGA Settlement Payment}] = \text{individual Settlement Payment for a Settlement Class Member.}$$
 Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. All checks not cashed within 180 days of payment

shall be forwarded to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member who failed to cash their checks.

(i) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment. PAGA Employees will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
$$[\text{PAGA Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}] \times [\text{PAGA Settlement Payment}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
 PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(j) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 33 1/3% to wages, 33 1/3% to penalties, and 33 1/3% to interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendants' FICA and FUTA contributions, based on the payment of claims to the Class Members. IRS Forms 1099 will be issued to each Class Member reflecting

1 the payments for penalties and interest. Class Members are responsible to pay
2 appropriate taxes due on the Settlement Payments they receive. To the extent
3 required by law, IRS Forms 1099 and W-2 will be issued to each Class Member
4 with respect to such payments. At Defendants' election, the Settlement
5 Administrator may be tasked with remitting the employer's share of payroll taxes
6 to the relevant taxing authorities, once deposited with the Settlement
7 Administrator.

8 (k) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
9 Payments to individual Class Members shall be deemed to be paid to such Class
10 Members solely in the year in which such payments actually are received by the
11 Class Member. It is expressly understood and agreed that the receipt of such
12 Settlement Payments will not entitle any Class Member to additional compensation
13 or benefits under any company bonus, contest or other compensation or benefit
14 plan or agreement in place during the period covered by the Settlement up to and
15 including the date the Settlement becomes effective, nor will it entitle any Class
16 Member to any increased retirement, 401(k) benefits or matching benefits or
17 deferred compensation benefits. It is the intent that the Settlement Payments
18 provided for in this Settlement are the sole payments to be made by Defendants to
19 the Class Members, and that the Class Members are not entitled to any new or
20 additional compensation or benefits as a result of having received the Settlement
21 Payments (notwithstanding any contrary language or agreement in any benefit or
22 compensation plan document that might have been in effect during the period
23 covered by this Settlement).

24 (l) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not
25 object to Class Counsel's application for attorney's fees not to exceed one-third of
26 the Gross Settlement Amount and reimbursement of litigation costs and expenses
27 not to exceed \$25,000.00.

28 (m) Service Payments: Subject to Court approval, and in exchange for a general

1 release, Defendants will not object to Class Counsel's application for an additional
2 payment of up to \$10,000.00 to each Plaintiff for service as Class Representatives
3 ("Service Payments"). It is understood that the Service Payments are in addition to
4 the individual Settlement Payment to which each Class Representative is entitled to
5 along with the other Class Members. In exchange, Plaintiffs have agreed to
6 release all individual claims, whether known or unknown, under federal law or
7 state law against the Releasees, to the extent permitted by law, through the
8 Class Period ("Plaintiffs' Released Claims"). Plaintiffs understand that this
9 release includes unknown claims and that they are, as a result, waiving all rights
10 and benefits afforded by Section 1542 of the California Civil Code, which
11 provides:

12 **A general release does not extend to claims that the creditor**
13 **or releasing party does not know or suspect to exist in his or**
14 **her favor at the time of executing the release and that, if**
known by him or her, would have materially affected his or
her settlement with the debtor or released party.

15 Specifically excluded from Plaintiffs' Released Claims are any claims for workers'
16 compensation benefits. The Service Payment will issue at the same time all
17 Settlement Payments are mailed to the Settlement Class.

- 18 (n) The Settlement Administrator will issue an IRS Form 1099 for the Service
19 Payments to the Plaintiffs. Plaintiffs will be individually responsible for correctly
20 characterizing this compensation on personal income tax returns for tax purposes
21 and for paying any taxes on the amounts received. Should the Court approve a
22 Service Payment in an amount less than that set forth above, the difference
23 between the lesser amount(s) approved by the Court and the Service Payment
24 amount(s) set forth above shall be added to the Net Settlement Amount. Plaintiffs
25 agree not to opt out or object to the Service Payment as the Class Representatives.
- 26 (o) Settlement Administrator: The Settlement Administrator will be ILYM Group,
27 Inc., or such Settlement Administrator as may be mutually agreeable to the Parties
28 and approved by the Court. Settlement Administration Costs are estimated not to

1 exceed \$30,000. The costs of the Settlement Administrator for work done shall be
2 paid regardless of the outcome of this Settlement.

3 (p) Funding of Settlement Account: Defendants will fund the settlement account 30
4 days after the Effective Date.

5 (q) Mailing of Settlement Payments: The Settlement Administrator shall cause the
6 Settlement Payments to be mailed to the Class Members within 14 calendar days of
7 the receipt of funding.

8 (r) Notice of Settlement: Each Class Member will be mailed a notice setting forth the
9 material terms of the proposed Settlement, along with instructions about how to
10 object or request exclusion from the proposed class action Settlement (“Notice”).
11 For each Class Member, there will be pre-printed information on the mailed
12 Notice, based on Defendants’ records, stating the Class Member’s Covered
13 Workweeks during the Class Period and the estimated total Settlement Payment
14 under the Settlement, including the Settlement Class Payment and the PAGA
15 Settlement Payment that will be distributed irrespective of any exclusion request.
16 The pre-printed information based on Defendants’ records shall be presumed to be
17 correct. A Class Member may dispute the pre-printed information on the Notice as
18 to his or her Covered Workweeks during the Class Period. Class Members must
19 submit any dispute regarding the information on the Notice as to his or her
20 Covered Workweeks within the Response Deadline. Unless a disputing Class
21 Member submits documentary evidence in support of his or her dispute, the
22 records of the Defendants will be determinative.

23 (s) Settlement Notice Language: The Notice will issue in English and Spanish.

24 (t) Class Members Cannot Exclude Themselves from the Released PAGA Claims:
25 Class Members submitting a Request to be Excluded (as defined below) will
26 nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the
27 Court approves the compromise of the PAGA Claim, all Class Members are bound
28 by the Court’s resolution of that Claim. Plaintiffs shall serve a notice of settlement

on the California LWDA at or before the time Plaintiffs file the motion for preliminary approval.

- (u) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by mailing a “Request to be Excluded” from the Settlement within the Response Deadline, stating, as follows or in substantially similar terms:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE *STANLEY BLACK & DECKER, INC.* CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT.”

Any Request to be Excluded must include the name, address, telephone number, last four digits of the Class Member’s Social Security Number, and the signature of the Class Member requesting exclusion. Any such request must be made in accordance with the terms of the Notice, and the Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in Paragraph 38(j); and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment other than as it applies to the PAGA Claim.

- (v) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may (1) appear at the final approval hearing, remotely or in person, to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should

1 contain sufficient information to confirm the identity of the objector and the basis
2 of the objection, including (1) the full name of the Settlement Class Member; (2)
3 the signature of the Settlement Class Member; (3) the grounds for the objection;
4 and (4) be postmarked within the Response Deadline to permit adequate time for
5 processing and review by the Parties of the written statement or objection. Class
6 Counsel shall ensure that any written objections are transmitted to the Court for the
7 Court's review (either by Class Counsel or as an attachment to declaration from the
8 Settlement Administrator). Regardless of the form, an objection alone will not
9 satisfy the requirement that a Settlement Class Member must either make a timely
10 complaint in intervention before final judgment or by file a motion to set aside and
11 vacate the class judgment under Code of Civil Procedure § 663 to have standing to
12 appeal entry of judgment approving this Settlement, as is required under the
13 California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal.
14 5th 260 (2018). A Class Member who does not object prior to or at the final
15 approval hearing, will be deemed to have waived any objections and will be
16 foreclosed from making any objections (whether at the final approval hearing, by
17 appeal, or otherwise) to the Settlement. If the objecting Class Member does not
18 formally intervene in the action or move to set aside any judgment and/or the Court
19 rejects the Class Member's objection, the Class Member will still be bound by the
20 terms of this Agreement. Class Counsel and Defendants' Counsel may, at least
21 five (5) calendar days (or some other number of days as the Court shall specify)
22 before the final approval hearing, file responses to any written objections submitted
23 to the Court.

24 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

25 39. Subject to the Court's approval, and subject to reconsideration by the Parties after a
26 competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform
27 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice in
28 English and Spanish to the Class Members.

1 40. The Settlement Administrator will independently review the Covered Workweeks
2 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
3 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
4 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
5 Settlement Administrator shall be granted reasonable access to Defendants' records in order to perform its
6 duties.

7 41. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
8 Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment
9 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
10 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
11 performance of its duties shall be referred to the Court, if necessary, which will have continuing
12 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
13 contemplated by this Settlement have been fully carried out.

14 42. The Settlement Administrator will post the final judgment approving the Settlement within
15 7 calendar days on a website maintained by the Settlement Administrator for a period of not less than 90
16 calendar days after the final judgment is entered. The address of that website will be included in the
17 Notice.

18 **ATTORNEY'S FEES AND COSTS**

19 43. In consideration for resolving this matter and in exchange for the release of all claims by
20 the Class Members, including Plaintiffs, and subject to approval by the Court, Defendants will not object
21 to Class Counsel's application for attorney's fees not to exceed one-third of the Gross Settlement Amount
22 and litigation costs not to exceed \$25,000.00. The amounts set forth above will cover all work performed
23 and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
24 connection with the approval by the Court of this Settlement and administration of the Settlement. Should
25 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees
26 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth
27 above shall be added to the Net Settlement Amount. The Parties agree that there is no prevailing party,
28 and the Class and Class Counsel shall not be entitled to any fees or costs other than those awarded out of

1 and deducted from the Gross Settlement Amount. As with the Settlement Payments to the Settlement
2 Class, the attorney's fees and costs approved by the Court shall be distributed by the Settlement
3 Administrator to Class Counsel, within 14 calendar days of the receipt of settlement funds by the
4 Settlement Administrator. In the event that the Court awards less than 25% of the Gross Settlement
5 Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any final approval
6 Order and Judgment.

7 **THE NOTICE PROCESS**

8 44. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the
9 Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice
10 shall be translated into Spanish so that Spanish and English language versions of the Notice are included in
11 the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the
12 Settlement Administrator to forward the Notices to the Class.

- 13 (a) Within 21 calendar days from the date of preliminary approval of this Settlement
14 by the Court, Defendants shall provide to the Settlement Administrator the
15 following information for each Class Member: (1) name; (2) last known address;
16 (3) social security number; and (5) dates of employment at Defendants' locations
17 in California (the "Class List"). This database shall be based on Defendants'
18 payroll and other business records and shall be provided in a reasonable format to
19 the Settlement Administrator. Defendants agree to consult with the Settlement
20 Administrator prior to the production date to ensure that the format will be
21 acceptable to the Settlement Administrator. The Settlement Administrator will run
22 a check of the Class Members' addresses against those on file with the U.S. Postal
23 Service's National Change of Address List; this check will be performed only once
24 per Class Member by the Settlement Administrator. Absent mutual written
25 agreement of counsel for the Parties or Court order, the Settlement Administrator
26 will keep this database confidential and secure and use it only for the purposes
27 described herein, and will return this database to Defendants upon final approval of
28 the settlement or destroy electronic records containing the database after the

Settlement is final and all payments are distributed as required under this Agreement.

- (b) Within 14 calendar days after the Class List is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.
- (c) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.
- (d) Class Counsel shall provide to the Court, at least five calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

45. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute.

Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

46. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

47. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member who failed to cash their check.

48. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel with a report listing the amounts of all payments to be made to Class Members to be identified anonymously by employee number or other identifier. The Settlement Administrator shall also provide Defendants' Counsel with a non-anonymous report listing the amounts of all payments to be made to Class Members. A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendants' Counsel and filed with the Court by Class Counsel.

RELEASE BY THE CLASS AND PAGA EMPLOYEES

49. Upon the final approval by the Court of this Settlement and Defendants' payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

- (a) **Identity of Released Parties.** The released parties are Defendants, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents,

1 subsidiaries, brother and sister corporations, divisions, related companies,
2 successors and predecessors, and current and former employees, attorneys, officers,
3 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,
4 subrogees, executors, partners, privies, agents, servants, insurers, representatives,
5 administrators, employee benefit plans, and assigns of said entities, including, but
6 not limited to, 3-V Fastener Co., Inc.; AeroScout LLC; AeroFit, LLC; Black &
7 Decker (U.S.) Inc.; Bristol Industries LLC; Consolidated Aerospace Mfg. LLC;
8 Emhart Teknologies, LLC; Irwin Industrial Tool Company; Stanley Inspection
9 LLC; Moeller Mfg & Supply LLC; Nelson Stud Welding, Inc.; Stanley Access
10 Technologies LLC; Stanley Pipeline Inspection LLC; and Stanley Security
11 Solutions, Inc. (collectively "Releasees").

12 (b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims
13 will be released upon the later of (1) the Settlement's Effective Date, or (2) the
14 satisfaction of Defendants' obligation to provide to the Settlement Administrator a
15 sum in the amount required to satisfy all required payments and distributions
16 pursuant to this Settlement and the Order and Judgment of final approval. Class
17 Members will not release the Released Claims or Released PAGA Claims until
18 both the Effective Date of the Settlement has occurred, **and** Defendants have paid
19 all amounts owing under the Settlement.

20 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,
21 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
22 submitted a timely and valid Request to be Excluded (which will not effectuate an
23 opt-out from the release of Released PAGA Claims), hereby releases Releasees
24 from the following claims for the entire Class Period:

- 25 1) any and all claims stated in the Action, or that could have been stated based
26 on the facts alleged in the Action, including but not limited to all state wage
27 and hour claims (including all claims under the California Labor Code or
28 the FLSA) relating to unpaid wages (including, but not limited to, unpaid

1 minimum wages, straight time wages, overtime wages, doubletime wages,
2 vacation pay, bonus pay, commission pay, and all other types of wages),
3 off-the-clock work, untimely wages, meal periods and any premiums owed,
4 rest periods and any premiums owed, unreimbursed business expenses,
5 wage statement violations, interest, penalties, and attorneys' fees, waiting
6 time penalties, withholding from wages and the related provisions of the
7 Labor Code including but limited to Labor Code §§ 201-204, 210, 216,
8 218.6, 221, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1197,
9 1198, 2802, derivative claims under California Business & Professions
10 Code §§ 17200 et seq., and all claims under the governing Wage Order,
11 and FLSA ("Released Claims");

12 2) as to any Class Member who cashes their Settlement Payment, the
13 Settlement Administrator shall include language on the Settlement
14 Payments that informs the Class Members that the signing and negotiation
15 of that check shall serve as the Class Member's consent to join the Action
16 for purposes of releasing all claims arising under the Fair Labor Standards
17 Act that are alleged in the Action or related to the claims stated or that
18 could have been stated in the Action, implicitly or explicitly;

19 (d) **Claims Released by the Class, Including PAGA Employees.** All Class
20 Members, including all PAGA Employees, release the Released PAGA Claims,
21 regardless of whether they have requested exclusion from the Settlement as to
22 Class claims.

23 **EMPLOYMENT BY DEFENDANTS**

24 50. Employment of Plaintiffs by Defendants is not consideration for, or a condition of, this
25 Settlement.

26 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

27 51. Plaintiffs shall submit this Joint Stipulation of Class and PAGA Representative Action
28 Settlement to the Court in support of Plaintiffs' unopposed motion for preliminary approval for

determination by the Court as to its fairness, adequacy, and reasonableness. Plaintiffs shall provide Defendants' counsel with a draft of the motion at least 5 business days before it is filed with the Court to enable Defendants an opportunity to review and comment in advance of filing. The motion shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representatives' service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing ILYM Group, Inc. as the Settlement Administrator, and ordering the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

52. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendants' Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payments to the Class Representatives;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.

- (e) Adjudging Plaintiffs and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (f) Entering a final judgment in the action;
- jurisdiction to oversee enforcement of the Agreement;
- (g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

NULLIFICATION AND TERMINATION

53. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

54. If 3% or more of the Class Members opt out of this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a bimonthly basis. To terminate this Settlement under this paragraph, Defendants' Counsel must give Class Counsel written notice, by facsimile, e-mail, or mail, no later than 30 calendar days after the Response Deadline. If this option is exercised by Defendants, Defendants shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

55. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement

1 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
2 proceedings shall have any force or effect and no Party shall be bound by any of its terms, and (iii) all
3 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
4 neither entered into nor filed with the Court.

5 **PARTIES' AUTHORITY**

6 56. The signatories hereto hereby represent that they are fully authorized to enter into this
7 Settlement and bind the Parties hereto to the terms and conditions thereof.

8 **MUTUAL FULL COOPERATION**

9 57. The Parties agree to fully cooperate with each other to accomplish the terms of this
10 Settlement including, but not limited to, execution of such documents and taking such other action as
11 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
12 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
13 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
14 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
15 assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the
16 Court's preliminary and final approval of this Settlement.

17 **NO PRIOR ASSIGNMENTS**

18 58. The Parties and their respective counsel represent, covenant, and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
20 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
21 released and discharged except as set forth herein, and that they are not on notice of any liens as to the
22 Gross Settlement Amount or any right to attorneys' fees or costs.

23 **NO ADMISSION OF LIABILITY**

24 59. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
25 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
26 Defendants deny all the claims and contentions alleged by the Plaintiffs in this case. The Defendants have
27 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
28 attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

60. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

61. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel:

Kane Moon (SBN 249857)
kane.moon@moonyanglaw.com
Allen Feghali (SBN 301080)
allen.feghali@moonyanglaw.com
Edwin Kamarzarian (SBN 327830)
edwin.kamarzarian@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Paul Mancillas

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Arsiné Grigoryan (SBN 319517)
agrigoryan@wilshirelawfirm.com
Zachary Greenberg (SBN 331501)
Zgreenberg@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Matt Martell
and Edward Cosico

Counsel for Defendants:

Amanda C. Sommerfeld (State Bar
No. 185052)
Jennifer A. Wilson (State Bar No.
335631)
JONES DAY
555 South Flower Street, Fiftieth
Floor
Los Angeles, CA 90071.2452
Telephone: +1.213.489.3939
Facsimile: +1.213.243.2539
Email:
asommerfeld@jonesday.com
jawilson@jonesday.com

Aileen H. Kim (State Bar No. 324522)
JONES DAY
3161 Michelson Drive, Suite 800
Irvine, CA 92612
Telephone: +1.949.851.3939
Facsimile: +1.949.553.7539
Email:
aileenkim@jonesday.com

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CONSTRUCTION

62. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, including but not limited to an all-day mediation with Mark Rudy, Esq., and this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

63. Paragraph titles or captions contained herein 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 provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

64. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

65. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

66. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the Gross Settlement Amount as attorney's fees.

BINDING ON ASSIGNS

67. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

1 **CLASS COUNSEL SIGNATORIES**

2 68. It is agreed that because the members of the Class are so numerous, it is impossible or
3 impractical to have each member of the Class execute this Settlement. The Notice will advise all Class
4 Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall
5 have the same force and effect as if this Settlement were executed by each member of the Class.

6 **COUNTERPARTS**

7 69. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
8 and when each Party has signed and delivered at least one such counterpart, each counterpart shall be
9 deemed an original, and, when taken together with other signed counterparts, shall constitute one
10 Settlement, which shall be binding upon and effective as to all Parties.

11 **CONFIDENTIALITY**

12 70. The Parties agree that they, Defendants' Counsel, and Class Counsel shall keep
13 confidential all settlement communications regarding the negotiation and drafting of the Agreement. The
14 Parties and counsel agree that they will not make any public statements, including any statement to the
15 media regarding the Settlement or its terms. This does not include, and counsel may make, statements to
16 state or federal courts when that information is requested or required. Plaintiffs and Class Counsel will not
17 make public comments, issue a press release, post on social media or any website, or otherwise
18 communicate with the media regarding the Settlement. Class Counsel shall not include materials on Class
19 Counsel's website regarding the Action. Nothing in this paragraph shall restrict Class Counsel from
20 making any disclosures necessary to seek Court approval or to communicate with Class Members.
21 Similarly, nothing in this paragraph shall prohibit Defendants from making any internal statements to its
22 employees.

23 **FINAL JUDGMENT**

24 71. The Parties agree that, upon final approval of the Settlement, final Judgment of this Action
25 will be made and entered in its entirety. The final judgment may be included in the Order granting Final
26 Approval of the Settlement.

27 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
28 Stipulation of Class and PAGA Representative Action Settlement between Plaintiffs and Defendants as set

1 forth below:

2 IT IS SO STIPULATED.

3 **Plaintiffs & Class Representatives:**

4 Dated:

By: _____

PAUL MANCILLAS

5 Dated: 11/8/2022

By: _____

MATT MARTELL

7 Dated:

By: _____

EDWARD COSICO

9 **Plaintiffs' Counsel:**

10 Dated:

MOON & YANG, APC

By: _____

Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiffs

15 Dated:

WILSHIRE LAW GROUP

By: _____

Justin Marquez
Attorneys for Plaintiffs

19 **Defendants:**

20 Dated:

STANLEY BLACK & DECKER, INC.

By: _____

Print Name

Signature

Title

1 forth below:

2 IT IS SO STIPULATED.

3 **Plaintiffs & Class Representatives:**


4 Dated:

By: _____
PAUL MANCILLAS

5 Dated:

By: _____
MATT MARTELL

7 Dated: 11/8/2022

By:  _____
EDWARD COSICO

9 **Plaintiffs' Counsel:**

10 Dated:

MOON & YANG, APC

12 By: _____
Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiffs

15 Dated: November 8, 2022

WILSHIRE LAW GROUP

17 By:  _____
Justin Marquez
Attorneys for Plaintiffs

19 **Defendants:**

20 Dated:

STANLEY BLACK & DECKER, INC.

22 By: _____
Print Name

Signature

Title

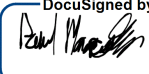
1 forth below:

2 IT IS SO STIPULATED.

3 **Plaintiffs & Class Representatives:**

4 Dated: 11/9/2022

By: _____

DocuSigned by:

 DEBF3C5B115742C...

PAUL MANCILLAS

5 Dated:

By: _____

MATT MARTELL

7 Dated:

By: _____

EDWARD COSICO

9 **Plaintiffs' Counsel:**

10 Dated: 11/9/2022

MOON & YANG, APC

11 By: _____


 Kane Moon
 Allen Feghali
 Edwin Kamarzarian
 Attorneys for Plaintiffs

15 Dated:

WILSHIRE LAW GROUP

17 By: _____

Justin Marquez
 Attorneys for Plaintiffs

19 **Defendants:**

20 Dated:

STANLEY BLACK & DECKER, INC.

22 By: _____

Print Name

24 _____
 Signature

26 _____
 Title

IT IS SO STIPULATED.

Dated: _____ By: PAUL MANCILLAS

Dated: _____ By: MATT MARTELL

Dated: _____ By: EDWARD COSICO

Dated: MOON & YANG, APC

By: _____
Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiffs

Dated: _____ WILSHIRE LAW GROUP

By: _____
Justin Marquez
Attorneys for Plaintiffs

Dated: November 28, 2022

STANLEY BLACK & DECKER, INC.

By: Theodore C. Morris
Print Name



Signature

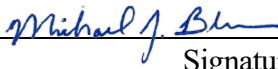
Assistant Secretary

Title

1 Dated: November 28, 2022

STANLEY CONVERGENT SECURITY SOLUTIONS,
INC.

2
3 By: Michael J. Blum
4 Print Name

5 
6 Signature

7 Secretary
8 Title

9 **Defendants' Counsel:**

10 Dated: November 28, 2022

JONES DAY


12
13 By: 
14 Amanda C. Sommerfeld
Attorneys for Defendants

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“Notice”)

Black & Decker Wage and Hour Cases - JCCP Case No. 5218

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

THIS NOTICE MAY AFFECT YOUR RIGHTS, IF YOU ARE OR WERE EMPLOYED BY ANY OF THE FOLLOWING IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE AT ANY TIME BETWEEN AUGUST 30, 2017 THROUGH << [the date the Court grants preliminary approval] >>:

AEROFIT, LLC	AEROSCOOT, LLC	BLACK & DECKER (U.S.) INC.
BRISTOL INDUSTRIES, LLC	CONSOLIDATED AEROSPACE MFG., LLC	EMHART TEKNOLOGIES, LLC
IRWIN INDUSTRIAL TOOL CO.	MOELLER MFG & SUPPLY, LLC	NELSON STUD WELDING, INC.
STANLEY ACCESS TECHNOLOGIES, LLC	STANLEY BLACK & DECKER, INC.	STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
STANLEY INSPECTION, LLC	STANLEY PIPELINE INSPECTION, LLC	STANLEY SECURITY SOLUTIONS, INC.
3-V FASTENER CO., INC.		

(COLLECTIVELY, “DEFENDANTS”)

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Black & Decker Wage and Hour Cases*, JCCP Case No. 5218 (the “Action”). The purpose of this Notice is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. David Cohn on <<**FA Date and Time**>> in Department S26 of the San Bernardino Superior Court, San Bernardino District Courthouse, 247 West 3rd St., San Bernardino, CA 92415, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims (as defined below) asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE >>	You have the option to pursue separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written Request to be Excluded (as defined below) no later than << RESPONSE DATE >>. As a result, you will not receive any benefits under the Settlement.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. Written objections must be submitted by << RESPONSE DATE >>.
ATTEND THE FINAL APPROVAL HEARING	The Court will hold a final approval hearing on << FA Date and Time >>. At the hearing, the Court will determine whether to approve the settlement and

	whether to award Class Counsel (as defined below) any requested attorneys' fees and costs.
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Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All current and former non-exempt employees of Defendants who worked in California at any time during the Class Period (the "Class Period" is August 30, 2017 through << [the date the Court grants preliminary approval]>>).

You are receiving this Notice because Defendants' records indicate that you are or were employed as a non-exempt employee during the Class Period. You are included in this lawsuit as a member of the Class ("Class Member"), unless you submit a Request for Exclusion.

What is this case about?

In the Action, Plaintiffs Paul Mancillas, Edward Cosico, and Matt Martell ("Plaintiffs" or "Class Representatives") allege on behalf of themselves and the Class that Defendants: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages to terminated employees; (7) failed to furnish accurate itemized wage statements; (8) violated California's Unfair Competition Law, California Business and Professions Code section 17200 et seq.; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under the California's Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] ("PAGA"). Plaintiffs seek unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendants deny all liability and contend that their policies were proper, in that their employees were timely paid all minimum, straight time, and overtime wages, provided with compliant wage statements, reimbursed for all necessary business expenses, and provided with compliant meal and rest breaks (unless waived by the employee). Defendants are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendants (the "Parties"), through their attorneys, and is not an admission of liability or wrongdoing on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$3,500,000 (the "Gross Settlement Amount") to resolve the Action. All Parties believe that it is in the best interests of all involved to resolve the Action by way of settlement, rather than to spend Party and judicial resources engaging in protracted litigation. Although Defendants have agreed to a settlement, they deny that they violated any laws or that they owe any unpaid wages or penalties.

Out of that Gross Settlement Amount, Class Counsel will ask the Court to award attorneys' fees, up to one-third of the Gross Settlement Amount (\$1,166,667) and to reimburse reasonable costs incurred in the Action not to exceed \$25,000. In addition, Class Counsel will ask the Court to authorize the deduction and payment of Class Representative "Service Payments" of \$10,000 for each of the three Plaintiffs for their efforts in bringing the case on behalf of the Class. The Parties' estimated cost of administering the Settlement (up to \$30,000) and a payment to the California Workforce Development Agency ("LWDA") for PAGA penalties in the amount of \$112,500, will also be deducted from the Gross Settlement Amount. The remainder will be paid out in individual Settlement Payments, as explained below.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Payments to Plaintiffs, the payment to the LWDA, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, the Settlement

Administrator will distribute an individual settlement payment (“Settlement Payment”) to each Class Member who does not submit a Request for Exclusion (“Settlement Class Members”).

The Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed below.

Your estimated minimum settlement payment is <<Estimated Payment>> before taxes and other withholdings and your covered Work Weeks (i.e., number of weeks you worked at Defendants’ locations in California during the Class Period) are <<Work Weeks>>. This amount is only an estimate, and the actual amount you receive may be more or less than the estimated amount. No payments will be made if the Court does not grant final approval of the Settlement, or if you opt out from the Settlement. To the extent you dispute the number of Work Weeks, you must make your dispute (“Work Week Dispute”) in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than <<+60 days from date of mailing>> (the “Response Deadline”) to:

ILYM Group, Inc., <<mailing address>>

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendants’ records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated individual Settlement Amount is incorrect because your Work Weeks (the number of total weeks you worked within the Class Period only) are wrong, the deadline to dispute the workweeks reported for you is <<RESPONSE DATE>>.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 33 1/3% as wages, 33 1/3% as penalties, and 33 1/3% as interest, excluding the \$37,500 in PAGA Settlement Payments, which will be allocated as 100% penalties. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments. The employer’s share of any payroll taxes will be separately paid by Defendants.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed within that time. Any individual Settlement Payment that is not cashed within one hundred eighty (180) days of issuance shall be transmitted to the State of California Unclaimed Property Fund in the name of each check recipient who failed to cash their check prior to the void date. The Settlement Administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Calculation of Individual PAGA Settlement Payments. The PAGA Allocation (a total of \$150,000) will be distributed to the LWDA and to the PAGA Employees. In accordance with California law, 75 percent of the PAGA Allocation (or \$112,500) will be paid to the LWDA and the remaining 25 percent of the PAGA Allocation (or \$37,500) will be paid to the PAGA Employees on a pro-rata basis (the “PAGA Settlement Payments”) based on

the number of pay periods each PAGA Employee worked for Defendants in California between August 30, 2020 and [the date preliminary approval is granted](the “PAGA Period”). Your estimated individual pay periods during the PAGA Period and estimated PAGA Settlement Payment are listed below:

You worked a total of <<PAGA Pay Periods>> pay periods in California during the PAGA Period. Based on your pay periods during the PAGA Period, your estimated PAGA Settlement Payment is approximately \$<<Est PAGA Settlement Payment>>.

Each PAGA Settlement Payment will be allocated as 100% miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payment.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class, and each Class Member who has not submitted a valid and timely Request to be Excluded, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendants, and each of its/their former and present direct and/or indirect owners, dba’s, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively “Releasees”).

(b) **Claims Released by Settlement Class Members.** Once the Settlement receives final approval and deposit of the Gross Settlement Amount has been made, each and every Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns will have released the Released Parties from the following claims for the entire Class Period: any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all wage and hour claims (including all claims under the California Labor Code or the Fair Labor Standards Act) relating to unpaid wages (including, but not limited to, unpaid minimum wages, straight time wages, overtime wages, doubletime wages, vacation pay, bonus pay, commission pay, and all other types of wages), off-the-clock work, untimely wages, meal periods and any premiums owed, rest periods and any premiums owed, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys’ fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 221, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1197, 1198, 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and Fair Labor Standards Act (“Released Claims”);

c) **PAGA Claims Released by PAGA Employees.** All recipients of this Notice, including all PAGA Employees, release their claims under PAGA, regardless of whether they have requested exclusion from the Settlement as to Class claims. The “Released PAGA Claims” means and includes any and all claims arising under PAGA which were or could have been raised in the Action during the entire PAGA Period.

What are my options in this matter?

You have two options under this Settlement. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it by submitting a written statement of objection (“written objection”) to the Settlement

Administrator at ILYM Group, Inc. <<address>>. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<Response Deadline>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be sent to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the final approval hearing. You may also appear at the hearing to discuss your objection with the Court. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action in order to appeal a Judgment entered following an Order finally approving this Settlement.

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written Request to be Excluded from the Settlement to the Settlement Administrator at ILYM Group, Inc. <<address>>. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, telephone number, and last four digits of your Social Security Number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a statement like the following:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE *STANLEY BLACK & DECKER, INC.* CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT.”

Your written request to be excluded from the Settlement must be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline, you will have no further role in the Action. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement, except to the extent that you are eligible to receive a portion of the penalties provided for under PAGA. You will not be able to complain to the Court about any aspect of the Settlement. You will keep any rights you may have to sue Defendants for the legal claims included in this Action and represent your own interests using counsel of your choosing.

Can Defendants retaliate against me for exercising these options?

No. Defendants and their officers, managers, and supervisors will not (and cannot) retaliate against you for participating in this lawsuit, for asking to be excluded, or for objecting to the settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payments to Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA penalties on <<FA Date and Time>> in Department S26 of the San Bernardino Superior Court, San Bernardino District Courthouse, 247 West 3rd St., San Bernardino, CA 92415. The final approval hearing may be continued without further notice to Class Members. You are welcome, but not required, to attend the final approval hearing.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on the Settlement Administrator’s website at: <<CASE WEBSITE>> within **seven** calendar days.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

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How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action and PAGA Representative Action Settlement attached to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the San Bernardino Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above. You can also obtain further information regarding this action and this settlement at: <<**CASE WEBSITE**>>. The website will be maintained by the Settlement Administrator for at least 90 calendar days after Judgment is entered.

**PLEASE DO NOT CONTACT THE COURT OR COUNSEL FOR DEFENDANTS FOR
INFORMATION REGARDING THIS SETTLEMENT NOTICE.**