

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 FEBRUARY 22, 2023:

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 **July 17, 2023 at 10:00 a.m.**, 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: MAY 29, 2023	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 MAY 29, 2023 . As a result, you will not receive any benefits under the Settlement.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: MAY 29, 2023	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. <i>Written</i> objections must be submitted by MAY 29, 2023 .
ATTEND THE FINAL APPROVAL HEARING	The Court will hold a final approval hearing on July 17, 2023 at 10:00 a.m. 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.

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 February 22, 2023).

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 \$3,511,491.98 (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 **MAY 29, 2023** (the "Response Deadline") to:

ILYM Group, Inc.,
P.O. Box 2031 Tustin, CA 92781

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 **MAY 29, 2023**.

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. P.O. Box 2031 Tustin, CA 92781. 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 **May 29, 2023** 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. P.O. Box 2031 Tustin, CA 92781. 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 **May 29, 2023**. 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 **July 17, 2023 at 10:00 a.m.** 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: www.ilymgroup.com/BlackDecker within seven calendar days.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Plaintiffs’ Counsel (“Class Counsel”):

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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: www.ilymgroup.com/BlackDecker. 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.