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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
NO. CIVSB2123358

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
NO. 21CV002218

PRELIMINARY APPROVAL HEARING

Date: January 30, 2023

Time: 10 AM

Dept: S26

Complaint Filed: August 30, 2021
Trial Date: Not set

ADDITIONAL COUNSEL

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Attorneys for Plaintiffs Matt Martell and Edward Cosico

1 The Court has before it Plaintiffs Paul Mancillas, Matt Martell, and Edward Cosico's
2 ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Motion").
3 Defendants Stanley Black & Decker, Inc. and Stanley Convergent Security Solutions, Inc. do
4 not oppose the Motion. Having reviewed the Motion, the Declaration of Kane Moon, the
5 declaration of Justin Marquez, the Declaration of Plaintiff Paul Mancillas, the Declaration of
6 Plaintiff Matt Martell, and the Declaration of Plaintiff Edward Cosico, and the Joint
7 Stipulation of Class and PAGA Representative Action Settlement (which is referred to here as
8 the "Settlement Agreement"), and good cause appearing, the Court hereby finds, and orders as
9 follows:

10 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
11 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary
12 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
13 based upon the terms set forth in the Settlement Agreement attached to the Declaration of
14 Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval of Class Action
15 Settlement ("Moon Declaration") as Exhibit 1. The Court preliminarily finds that the terms of
16 the Settlement appear to be within the range of possible approval, pursuant to California Code
17 of Civil Procedure § 382 and applicable law.

18 2. The Settlement falls within the range of reasonableness of a settlement which
19 could ultimately be given final approval by this Court, and appears to be presumptively valid,
20 subject to any objections that may be raised at the Final Approval Hearing and final approval
21 by this Court. The Court notes that Defendants have agreed to create a common fund of
22 \$3,500,000.00 to cover (a) settlement payments to class members who do not validly opt out;
23 (b) a \$150,000.00 allocation to the State of California, Labor & Workforce Development
24 Agency, distributed as follows: 25% or \$37,500.00 to the Participating Class Members and
25 75% or \$112,500.00 to the California Labor and Workforce Development Agency; (c) Class
26 Representatives' service payments of up to \$10,000.00 for each Plaintiff; (d) Class Counsel's
27 attorneys' fees, not to exceed one-third of the Gross Settlement Amount (\$1,166,667.00), and
28 up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)

1 Settlement Administration costs of up to \$30,000.00.

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair
3 and reasonable to the class members when balanced against the probable outcome of further
4 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
5 significant informal discovery, investigation, research, and litigation have been conducted
6 such that counsel for the Parties at this time are able to reasonably evaluate their respective
7 positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would
8 be presented by the further prosecution of the litigation; and (4) the proposed settlement has
9 been reached as the result of intensive, serious, and non-collusive negotiations between the
10 Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered
11 into in good faith.

12 4. A final fairness hearing on the question of whether the proposed settlement,
13 attorneys' fees and costs to Class Counsel, and the class representatives' service payments
14 should be finally approved as fair, reasonable and adequate as to the members of the class is
15 hereby set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following
17 class (the "Settlement Class"): All current and former non-exempt employees of Defendants
18 who worked in California during the Class Period, which is from August 30, 2017 through the
19 date the Court grants preliminary approval. Excluded from the Settlement Class are all persons
20 who properly and timely elect to opt out.

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

- 27 a. **Identity of Released Parties.** The released parties are Defendants, and each of
28 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,
3 officers, directors, shareholders, owners, trustees, attorneys, fiduciaries,
4 beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers,
5 representatives, administrators, employee benefit plans, and assigns of said
6 entities, including, but not limited to, 3-V Fastener Co., Inc.; AeroScout LLC;
7 Aerofit, LLC; Black & Decker (U.S.) Inc.; Bristol Industries LLC; Consolidated
8 Aerospace Mfg. LLC; Emhart Teknologies, LLC; Irwin Industrial Tool Company;
9 Stanley Inspection LLC; Moeller Mfg & Supply LLC; Nelson Stud Welding, Inc.;
10 Stanley Access Technologies LLC; Stanley Pipeline Inspection LLC; and Stanley
11 Security Solutions, Inc. (collectively “Releasees”).

12 b. **Date Release Becomes Effective.** The Released Claims and Released PAGA
13 Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2)
14 the satisfaction of Defendants’ obligation to provide to the Settlement
15 Administrator a sum in the amount required to satisfy all required payments and
16 distributions pursuant to this Settlement and the Order and Judgment of final
17 approval. Class Members will not release the Released Claims or Released PAGA
18 Claims until both the Effective Date of the Settlement has occurred, and
19 Defendants have paid 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
26 based on the facts alleged in the Action, including but not limited to all
27 state wage and hour claims (including all claims under the California
28 Labor Code or the FLSA) relating to unpaid wages (including, but not

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

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

20 d. **Claims Released by the Class, Including PAGA Employees.** "Released PAGA
21 Claims" means any and all claims arising under PAGA which were or could have
22 been raised in the Action during the entire PAGA Period. All Class Members,
23 including all PAGA Employees, release the Released PAGA Claims, regardless of
24 whether they have requested exclusion from the Settlement as to Class claims.

25 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Settlement Classes are so numerous that joinder is impractical; (2) there are questions of law and
28 fact that are common, or of general interest, to all Settlement Class Members, which predominate

1 over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class
2 Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the
3 Settlement Class Members; and (5) a class action is superior to other available methods for the fair
4 and efficient adjudication of the controversy.

5 8. The Court appoints, for settlement purposes only, Paul Mancillas, Matt Martell,
6 and Edward Cosico, as Class Representatives.

7 9. The Court appoints, for settlement purposes only, Moon & Yang, APC and
8 Wilshire Law Firm, as Class Counsel. The Court further preliminarily approves Class
9 Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount
10 (\$1,166,667.00), and costs not exceeding \$25,000.00 at the time of final approval.

11 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
12 reasonable administration costs estimated not to exceed \$30,000.00.

13 11. The Court approves, as to form and content the Notice, attached as Exhibit A to
14 the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of
15 the Notice to Settlement Class Members satisfies due process, provides the best notice
16 practicable under the circumstances, and shall constitute due and sufficient notice to all
17 persons entitled thereto.

18 12. The Parties are ordered to carry out the Settlement according to the terms of the
19 Agreement.

20 13. Any class member who does not request exclusion from the settlement may
21 object to the Settlement Agreement.

22 14. The Court orders the following Implementation Schedule:

23
24 Defendants to provide the Class List to
25 the Settlement Administrator

Within 21 calendar days from the date
of preliminary approval by the Court

Settlement Administrator to mail the Notice Packets by First Class United States Mail	Within 14 calendar days after the Class List is provided to the Settlement Administrator
Response Deadline	Within 60 days after the Settlement Administrator initially mails the Notice to Class Members
Deadline to file Motion for Final Approval	16 court days prior to the final approval hearing date
Final Approval Hearing	

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

16. The Agreement and the Settlement are preliminarily approved but are not an admission by Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants or of any violation of law. Neither the Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set forth in the Agreement are deemed part of this Order.

IT IS SO ORDERED.

DATE:

Hon. David S. Cohn
Judge of the San Bernardino County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **January 6, 2023**, I served the foregoing document described as:

5 **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY**
6 **APPROVAL OF CLASS ACTION SETTLEMENT**

7 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
addressed as follows:

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13 ***Attorney for Defendant STANLEY BLACK & DECKER, INC. and STANLEY***
14 ***CONVERGENT SECURITY SOLUTIONS, INC.***

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22
23 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
24 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with
25 the firm's practice of collection and processing correspondence for mailing. Under
26 that practice it would be deposited with U.S. postal service on that same day with
27 postage thereon fully prepaid at Los Angeles, California in the ordinary course of
28 business. I am aware that on motion of the party served, service is presumed invalid
if postal_cancellation da!9 9r postage meter date is more than one day after date of
deposit for mailing in affidavit....

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this, **January 6, 2023** at Los Angeles, California.

4 Janelle Jickain
Type or Print Name


Signature