

1 Kane Moon (SBN 249834)
E-mail: kane.moon@moonyanglaw.com
2 Allen Feghali (SBN 301080)
E-mail: allen.feghali@moonyanglaw.com
3 Charlotte Mikat-Stevens (SBN 327047)
E-mail: charlotte.mikat-stevens@moonyanglaw.com
4 **MOON & YANG, APC**
1055 W. Seventh St., Suite 1880
5 Los Angeles, California 90017
Telephone: (213) 232-3128
6 Facsimile: (213) 232-3125

7 *Attorneys for Plaintiff PAUL MANCILLAS*

8 *[Additional counsel listed on following page]*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

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

14 *Mancillas v. Stanley Black & Decker, Inc.*

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

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

[Hon. David S. Cohn, Dept. S-26]

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and the
Declarations of Kane Moon, Justin Marquez,
Plaintiff Mancillas, Plaintiff Martell, Plaintiff
Cosico, and ILYM Group in Support of Motion]*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
NO. CIVSB2123358; SUPERIOR COURT OF
CALIFORNIA COUNTY OF ALAMEDA
NO. 21CV002218

FINAL APPROVAL HEARING

Date: July 12, 2023
Time: 10:00 a.m.
Dept.: S-26

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

ADDITIONAL COUNSEL

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@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) 381-9988

Attorneys for Plaintiffs MATT MARTELL and EDWARD COSICO

1 On February 22, 2023, this Court issued an Order Granting the Motion for Preliminary
2 Approval of Class Action Settlement reached between Plaintiffs Paul Mancillas, Matt Martell,
3 and Edward Cosico ("Plaintiffs") and Defendants Stanley Black & Decker, Inc. and Stanley
4 Convergent Security Solutions, Inc. ("Defendants") (collectively, the "Parties") in resolution of
5 the above-caption litigation (the "Litigation"). The Court now has before it Plaintiffs' Proposed
6 Final Order and Judgment for final approval of the Joint Stipulation of Class and PAGA
7 Representative Action Settlement (the "Settlement Agreement"), attached as Exhibit 1 to the
8 Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class Action
9 Settlement.

10 Due and adequate notice having been given to Class Members, and the Court having
11 reviewed and considered Plaintiffs' Motion for Final Approval of Class Action Settlement, the
12 supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto,
13 and the record in this Litigation, and good cause appearing, **IT IS HEREBY ORDERED,**
14 **ADJUDGED, AND DECREED AS FOLLOWS:**

15 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
16 terms as set forth in the Settlement Agreement.

17 2. A final approval hearing was held on the question of whether the proposed
18 Settlement Agreement, attorneys' fees and costs to Class Counsel, the class representative
19 service payment, payment for settlement administration costs, and the PAGA Allocation to the
20 California Labor and Workforce Development Agency (the "LWDA") and PAGA Employees
21 should be finally approved as fair, reasonable, and adequate as to Class Members.

22 3. The Court finds that the Settlement Agreement appears to have been made and
23 entered into in good faith, the terms of which are fair, reasonable, and adequate, and therefore
24 meets the requirements for final approval. The Court approves the Settlement Agreement, as set
25 forth below.

26 4. By operation of this Final Order and Judgment and Defendants' payment of all
27 sums due under the Settlement Agreement, and except as to such rights or claims as may be
28 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

1 claim, and each PAGA Employee, regardless of whether they have requested exclusion from
2 the Settlement of Class claims, will release claims as follows:

3 a. **Identity of Released Parties.** The released parties are Defendants, and each of its/their
4 former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and
5 sister corporations, divisions, related companies, successors and predecessors, and current and former
6 employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries,
7 beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives,
8 administrators, employee benefit plans, and assigns of said entities, including, but not limited to, 3-V
9 Fastener Co., Inc.; AeroScout LLC; AeroFit, LLC; Black & Decker (U.S.) Inc.; Bristol Industries
10 LLC; Consolidated Aerospace Mfg. LLC; Emhart Teknologies, LLC; Irwin Industrial Tool
11 Company; Stanley Inspection LLC; Moeller Mfg & Supply LLC; Nelson Stud Welding, Inc.; Stanley
12 Access Technologies LLC; Stanley Pipeline Inspection LLC; and Stanley Security Solutions, Inc.
13 (collectively "Releasees").

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

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

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

overtime wages, double time 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");

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

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

5. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court.

6. The Court certifies, for settlement purposes only, the following Class (the "Settlement Class"): All current and former non-exempt employees of Defendants who worked in California during the Class Period. The Class Period is August 30, 2017 through February 22, 2023. Excluded from the Settlement Class are all persons who properly and timely elected to opt out.

7. The deadline to request exclusion from the Settlement or to submit written

1 objections to the Settlement was May 29, 2023. No requests for exclusion or written objections
2 were received.

3 8. The Notice of Proposed Class Action Settlement (the "Notice"), which was
4 attached to the Settlement Agreement as Exhibit A and provided to the Class pursuant to the
5 plan for distribution described under the Settlement Agreement, conformed with the
6 requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice
7 practicable under the circumstances, by providing individual and adequate notice of the
8 proceedings and of the matters set forth therein to Class Members. The Notice fully satisfied
9 the requirements of due process and provided sufficient notice to all persons entitled thereto.

10 9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,
11 and the methodologies used to calculate Settlement Class Payments to Participating Class
12 Members and PAGA Payments to PAGA Employees are fair and reasonable, and authorizes the
13 Settlement Administrator to pay settlement allocations in accordance with the terms of the
14 Settlement Agreement. Defendants shall pay into a common fund the total of \$3,513,906.42 (the
15 "Gross Settlement Amount") to resolve this Litigation. Defendants shall fund the Gross
16 Settlement Amount, plus a separate amount to cover the employer-side payroll taxes on the
17 wage portion of Settlement Class Payments as calculated by the Settlement Administrator, 30
18 days after the Effective Date, as that term is defined in the Settlement Agreement. Payments
19 shall be distributed within 14 calendar days after the funding and in accordance with the terms
20 of the Settlement Agreement.

21 10. A total amount of \$150,000.00 shall be allocated to penalties under the Private
22 Attorneys General Act of 2004 ("PAGA"), and distributed as follows: 25% (i.e., \$37,500.00) to
23 PAGA Employees and 75% (i.e., \$112,500.00) to the LWDA. The LWDA's claims for civil
24 penalties pursuant to PAGA are hereby extinguished.

25 11. The Court confirms, for settlement purposes only, the appointment of Paul
26 Mancillas, Matt Martell, and Edward Cosico as the Class Representatives. In addition to any
27 recovery that Plaintiffs are eligible to receive under the Settlement Agreement as Settlement
28 Class Members, the Court approves and orders a service payment to each Plaintiff in the amount

1 of \$10,000.00 from the Gross Settlement Amount for their role and service as Class
2 Representatives, for the risks and work attendant to that role, and for their release all individual
3 claims, whether known or unknown, under federal law or state law against the Releasees, to the
4 extent permitted by law, through the Class Period ("Plaintiffs' Released Claims"). Plaintiffs
5 understand this this general release includes unknown claims and that they are, as a result,
6 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
7 provides:

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

11 Specifically excluded from Plaintiffs' Released Claims are any claims for workers'
12 compensation benefits.

13 12. The Court confirms, for settlement purposes only, the appointment of Moon &
14 Yang, APC and Wilshire Law Firm as Class Counsel, as they are experienced in wage-and-hour
15 class action litigation, have no apparent conflicts of interest with Plaintiffs or other Class
16 Members, and have adequately represented Class interests. The Court approves and orders the
17 payment to Class Counsel from the Gross Settlement Amount for reasonable attorneys' fees not
18 to exceed \$1,166,667.00, and \$23,512.43 for reimbursement of litigation costs actually incurred.
19 The Court finds these amounts are reasonable in light of the benefits provided to the Class.

20 13. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
21 Administrator. The Settlement Administrator has fulfilled its initial notice and reporting duties
22 owed under the Settlement Agreement. The Court approves and orders the payment of
23 \$22,906.04 from the Gross Settlement Amount to ILYM Group, Inc. for the costs of settlement
24 administration.

25 14. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
26 Judgment will be given to the Class by the Settlement Administrator who will post the Final Order
27 and Judgment on a website maintained by the Settlement Administrator for a period of not less
28 than 90 calendar days after entry of Final Judgment. The address of that website was included in

1 the Notice of Proposed Class Action Settlement.

2 15. This Final Order and Judgment is intended to be a final disposition of the Litigation
3 in its entirety and is intended to be immediately appealable.

4 16. The Court shall retain jurisdiction over the Parties with respect to all matters related
5 to the administration and consummation of the Settlement Agreement and any and all claims
6 asserted in, arising out of, or related to the subject matter of the Litigation, including, but not
7 limited, to all matters related to enforcement of the Settlement Agreement and the determination
8 of all controversies relating thereto.

9 17. The Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action
10 Settlement, and ORDERS final judgment to be entered in accordance with the terms herein.

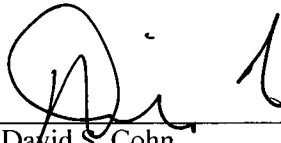
11 18. The Settlement Agreement is finally approved but is not an admission by
12 Defendants of the validity of any claims in this Litigation, or of any wrongdoing by Defendants or
13 of any violation of law. Neither the Settlement Agreement nor any related document shall be
14 offered or received in evidence in any civil, criminal, or administrative action or proceeding other
15 than such proceedings as may be necessary to consummate or enforce the Settlement Agreement.
16 The obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties
17 are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

18 19. The Court sets a Non-Appealance Hearing (Case Review) re: Distribution on
19 4/12, 2024 at 8:30 a.m. in Department S-26. Class Counsel are ordered to file
20 a final report and declaration by the Settlement Administrator regarding settlement distribution no
21 later than 4/12/24. No appearance is required at the Case Review if the
22 Settlement Administrator's declaration filed prior to the hearing reports that all the distributions
23 under the Settlement Agreement are complete.

24 **IT IS SO ORDERED.**

25 DATE:

26 7/12/23

27 
28 Hon. David S. Cohn
Judge of the San Bernardino County
Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On June 16, 2023, I served the foregoing document
8 described as:

9 **[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFFS'**
10 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

13 Amanda C. Sommerfeld
14 asommerfeld@jonesday.com
15 Jennifer A. Wilson
16 jawilson@jonesday.com
17 **JONES DAY**
18 555 South Flower Street, Fiftieth Floor
19 Los Angeles, CA 90071.2452

Aileen H. Kim
aileenkim@jonesday.com
JONES DAY
3161 Michelson Drive, Suite 800
Irvine, CA 92612

20 *Attorney for Defendant STANLEY BLACK & DECKER, INC. and STANLEY*
21 *CONVERGENT SECURITY SOLUTIONS, INC.*

22 Justin F. Marquez
23 justin@wilshirelawfirm.com
24 Christina M. Le
25 CLe@wilshirelawfirm.com
26 Zachary D. Greenberg
27 ZGreenberg@wilshirelawfirm.com
28 **WILSHIRE LAW FIRM**
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010

Attorneys for Plaintiffs EDWARD COSICO and MATTHEW MARTELL

1 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
2 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the
3 firm's practice of collection and processing correspondence for mailing. Under that
4 practice it would be deposited with U.S. postal service on that same day with postage
5 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

6 X (State) I declare under penalty of perjury under the laws of the State of California
7 that the above is true and correct.

8 Executed on June 16, 2023, at Los Angeles, California.

9 Ximena Reyes

/S/ Ximena Reyes

10 Name

Signature