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Attorneys for Plaintiffs Matt Martell and Edward
Cosico

[Additional Counsel on following page]

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]

**DECLARATION OF PLAINTIFF EDWARD
COSICO**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declarations of Kane Moon, Plaintiff Mancillas,
Plaintiff Martell, and ILYM Group in Support of
Motion, and [Proposed] Order and Judgment]*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
NO. CIVSB2123358

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
NO. 21CV002218

PRELIMINARY APPROVAL HEARING

Date: July 12, 2023

Time: 10:00 AM

Dept: S26

Complaint Filed: August 30, 2021

Trial Date: Not set

ADDITIONAL COUNSEL

Kane Moon (SBN 249857)
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Allen Feghali (SBN 301080)
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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

DECLARATION OF EDWARD COSICO

I, EDWARD COSICO, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of Defendant Stanley Convergent Security Solutions, Inc. (“Defendant”), which I understand used to be a subsidiary of Defendant Stanley Black & Decker, Inc. until approximately July 2022, when Defendant was acquired by Securitas where I am now employed. As such, I have personal knowledge of, or am informed and believe, the following facts. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. In or around March 2019, I was hired by Defendant to be a Fire Inspector out of Defendant's office in Fremont, California.

3. Throughout my employment with Defendant, I have typically worked five days each workweek and roughly eight or more hours each workday.

4. During the alleged class period, I believe that Defendant's wage and hour practices placed employees, including me, at a disadvantage. For instance, I believe I was not paid based on the actual hours I worked or paid the appropriate rates of pay, and I was sometimes paid extra, but I believe that pay was not reflected in my overtime and sick pay. Furthermore, during the alleged class period, I believe I did not receive all of my meal and rest periods, nor was I paid all premiums owed to me for all missed meal and rest periods.

COMMONALITY AND PREDOMINANCE

5. I believe that Defendant's wage and hour practices that affected me also affected all of their hourly employees. For instance, I believe the practice of not paying for all hours worked was common among all employees, including those who worked out of the same location that I worked during the alleged class period.

6. I believe that other persons who worked out of the same location that I worked during the alleged class period were also not paid the appropriate rates of pay, they received bonuses and other compensation not reflected in their overtime and sick pay, and they did not receive all meal or rest periods, nor were they paid all premiums owed to them.

7. As a result, I believe that other employees and I were harmed.

1 TYPICALITY AND ADEQUACY

2 8. During the alleged class period, I was employed by Defendant in a non-exempt position.
3 Accordingly, I have brought this class action case on behalf of all other employees who are also or were
4 at some point classified as non-exempt during their employment with Defendant. I believe my alleged
5 claims in this case impacted not only me but the entire class.

6 9. I believe that I have no conflicts of interest with other class members and have agreed to
7 place Class interests above my own.

8 10. I have reviewed and consent to my attorneys' fee split agreement with Moon & Yang,
9 APC.

10 DUTIES OF AND SERVICE AS CLASS REPRESENTATIVE

11 11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand
12 that as a Class Representative in this matter, I have an obligation to do my best to look out for the interests
13 of other Class Members. I understand that my obligations to the Class exist even when the Class is
14 certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to
15 the Class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the Class
16 Members. I have never asked my attorneys to simply settle this matter at any cost; rather, I have asked
17 them to obtain the best settlement they could, within reason, and I believe that they have attempted to do
18 so.

19 12. I understand the obligations of being an adequate Class Representative include significant
20 responsibilities and a fiduciary duty to represent the Class, which means responding truthfully,
21 completely, and promptly to any information requests made by my attorneys; reviewing facts and claims
22 in the case to make certain Defendant's Labor Code violations are redressed; participating dutifully in
23 the litigation; making myself available for any meetings, proceedings, and court hearings at which I am
24 needed; and, above all, putting Class interests above my own.

25 13. I brought this class action in full recognition and acceptance of my responsibilities as a
26 Class Representative, and I continue to appreciate the importance of my responsibilities as the litigation
27 continues.

28 14. This case was filed almost two years ago, and in that time, I have never asked to be

1 relieved from my role as a Class Representative. To the contrary, I have made myself available
2 whenever my attorneys wanted to discuss aspects of my employment by Defendant, and I remain
3 committed to seeing this matter through to the end.

4 15. I have conferred with my attorneys about the Joint Stipulation of Class and PAGA
5 Representative Action Settlement (the “Settlement Agreement”) in this case. I am not an accountant, but
6 I understand the factors and risks that need to be considered when evaluating a settlement. I believe the
7 Settlement Agreement is fair, adequate, and reasonable, and therefore I would recommend that the Court
8 approve it.

9 16. Summing it all up in the simplest terms, I asked to be the stand-in for other employees of
10 Defendant as Class Representative. Because of that, I cannot quit on the Class, and I cannot put myself
11 and my interests before the Class. I accept these duties and request that my appointment be confirmed as
12 a Class Representative for purposes of settlement.

13 17. I believe that were it not for my stepping forward and taking on the duties of protecting
14 the interests of other Class Members with the other Class Representatives in this consolidated case, it is
15 likely that the interests of the Class would neither have been prosecuted nor benefited. To my knowledge,
16 other than the consolidated litigations encompassed by the proposed Settlement Agreement, there is no
17 other litigation, on a class or individual basis, concerning the claims in this lawsuit nor has Defendant
18 pointed to any.

19 18. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
20 search for information online these days, I will face an increased risk that future employers will discover
21 information about this lawsuit online and have a negative reaction to learning that I sued my former
22 employer. This could make it harder for me to obtain future employment or change jobs for a better
23 opportunity.

24 19. I have devoted a substantial amount of my time, both before this lawsuit was filed and
25 during its litigation, to ensure a fair result for the Class. This involved ongoing communications and
26 participation with my attorneys during the course of this case.

27 20. My participation began with bringing certain issues that are involved in this matter to my
28 attorney’s attention and explaining the factual background that was used to prosecute the claims in this

1 case. For example, I provided to my attorneys and reviewed with them documents from my employment
2 with Defendant that I had in my possession, and I explained those documents and related facts to my
3 attorneys to assist them in their review and analysis. I also assisted in identifying potential witnesses,
4 including other employees, who might likewise have been of assistance.

5 21. My efforts continued after the suit was filed. For example, I continued to identify
6 employees and other witnesses to my attorneys, along with other information as to how they could be of
7 potential use in this matter. I also made myself available to answer questions from my attorneys during
8 the full-day mediation that led to the proposed Settlement Agreement.

9 REASONABLENESS OF SERVICE PAYMENT

10 22. I understand the Settlement Agreement provides a proposed service payment to me in the
11 amount of up to \$10,000.00 for service as a Class Representative. I believe this amount is fair
12 compensation to me for initiating and helping to prosecute this case, for my effort and time on this case,
13 and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff, including the
14 negative impact this role could have on my future employability. For example, a search of my name will
15 reveal this employment class action, and as a result, many employers will likely forego hiring me. In
16 addition, under the Settlement Agreement I have signed a general release of any and all individual, class,
17 and representative claims I have against the Defendants, including unknown claims, and a waiver of my
18 rights under section 1542 of the California Code of Civil Procedure.

19 23. As explained above, I have, and will continue to be, actively involved in assisting my
20 attorneys to support this litigation.

21 24. Throughout and prior to initiating this case, I engaged in lengthy conversations with my
22 attorneys about all aspects of the case; identified potential witnesses and provided relevant documents to
23 my attorneys, including policy documents and records I had received during my employment; promptly
24 responded to all of my attorneys' inquiries about my employment with Defendant and first-hand
25 information as to Defendant's practices, its ownership and corporate structure, and its wage-and-hour
26 policies and practices; requested regular case updates from my attorneys; asked my attorneys questions
27 so that I understood the legal process; and discussed the mediation and terms of the proposed Settlement
28 Agreement with my attorneys. In sum, I believe I have provided roughly 40 hours of my time during

the course of this litigation to ensure a good outcome for the Class.

25. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and, even more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

26. I am glad I had the opportunity to represent the Class in this lawsuit and that I was able to recover money through the proposed Settlement Agreement for the Class.

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

Executed this 6/16/2023, at Fremont, California.

DocuSigned by:



E 4CC16E9172C84C0
Edward Cosico

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 **DECLARATION OF PLAINTIFF EDWARD COSICO**

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

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

19 Aileen H. Kim
20 aileenkim@jonesday.com
21 **JONES DAY**
22 3161 Michelson Drive, Suite 800
23 Irvine, CA 92612

24 *Attorney for Defendant **STANLEY BLACK & DECKER, INC. and STANLEY***
25 ***CONVERGENT SECURITY SOLUTIONS, INC.***

26 Justin F. Marquez
27 justin@wilshirelawfirm.com
28 Christina M. Le
CLe@wilshirelawfirm.com
Zachary D. Greenberg
ZGreenberg@wilshirelawfirm.com
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

Name

/S/ Ximena Reyes

Signature

Kane Moon (SBN 249834)
 E-mail: kane.moon@moonyanglaw.com
 Allen Feghali (SBN 301080)
 E-mail: allen.feghali@moonyanglaw.com
 Charlotte Mikat-Stevens (SBN 327047)
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MOON & YANG, APC
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 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff PAUL MANCILLAS
[Additional counsel listed on following page]

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
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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, Dept. S-26]

**DECLARATION OF PLAINTIFF PAUL
 MANCILLAS IN SUPPORT OF
 PLAINTIFFS' MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

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

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)
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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

DECLARATION OF PAUL MANCILLAS

I, PAUL MANCILLIAS, declare as follows:

1. I am one of the named Plaintiffs in this consolidated case. I am a former employee of Black and Decker (U.S. Inc.) (“BDU”), which I understand is a subsidiary of Defendant Stanley Black Decker, Inc. As such, I have personal knowledge, or am informed and believe, of the following facts. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for BDU as a machine operator from approximately October 2016 to November 2020. Throughout my employment, I typically worked five days each workweek and roughly eight or more hours each workday.

3. During my employment with BDU, I believe that its wage and hour practices placed employees, including me, at a disadvantage. For instance, I believe I was not paid based on the actual hours I worked. Also, I was sometimes paid additional remunerations, but I believe that pay was not reflected in my overtime and sick pay. Furthermore, during my employment for BDU, I believe I was not informed of any policies regarding rest breaks and meal periods. Also, I believe I was required to purchase gloves, boots, safety glasses, and other miscellaneous items for work purposes without reimbursement.

COMMONALITY AND PREDOMINANCE

4. I believe that BDU's wage and hour practices that affected me also affected all its hourly employees. For instance, I believe the practice of not paying for all hours worked was common among all employees, including those who worked in the field.

5. I believe that other persons who worked at the same location that I worked, but during different shifts and on different days, were not informed of meal and rest breaks policies, and were not reimbursed for their purchases of gloves, boots, safety glasses, and other work-related items.

6. As a result, other employees and I were harmed.

TYPICALITY AND ADEQUACY

7. I was employed by BDU in a non-exempt position during the alleged class period. Accordingly, I have brought this class action case on behalf of all other employees who are also or were at

1 some point classified as non-exempt during their employment with BDU. I believe my alleged claims in
2 this case impacted not only me but the entire Class.

3 8. I am not aware of anything special about me that would raise unique defenses to my claims,
4 as opposed to the claims of the Class. I am also not suing for anything unique to me; rather, my claims
5 are based upon the same facts that relate to the rest of the Class.

6 9. I believe I have no conflicts of interest with other class members and have agreed to place
7 Class interests above my own.

8 10. I have reviewed and consent to my attorneys' fee split agreement with the Wilshire Law Firm.

9 DUTIES OF AND SERVICE AS CLASS REPRESENTATIVE

10 11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand
11 that as a Class Representative in this matter, I have an obligation to do my best to look out for the
12 interests of other Class Members. I understand that my obligations to the Class exist even when the
13 Class is certified solely as part of a class action settlement. It is my understanding that, as one part
14 of this duty to the Class, I cannot agree to a settlement to benefit myself to the exclusion of the rest
15 of the Class Members. I have never asked my attorneys to simply settle this matter at any cost; rather,
16 I have asked them to obtain the best settlement they could, within reason, and I believe that they have
17 attempted to do so.

18 12. I understand the obligations of being an adequate Class Representative include significant
19 responsibilities and a fiduciary duty to represent the Class, which means responding truthfully,
20 completely, and promptly to any information requests made by my attorneys; reviewing facts and
21 claims in the case to make certain BDU's Labor Code violations are redressed; participating dutifully
22 in the litigation; making myself available for any meetings, proceedings, and court hearings at which
23 I am needed; and, above all, putting Class interests above my own.

24 13. I brought this class action in full recognition and acceptance of my responsibilities as a
25 Class Representative, and I continue to appreciate the importance of my responsibilities as the litigation
26 continues.

27 14. This case was filed almost two years ago, and in that time, I have never asked to be
28 relieved from my role as a Class Representative. To the contrary, I have made myself available

1 whenever my attorneys wanted to discuss aspects of my employment by BDU, and I remain
2 committed to seeing this matter through to the end.

3 15. I have conferred with my attorneys about the Joint Stipulation of Class and PAGA
4 Representative Action Settlement (the "Settlement Agreement") in this case. I am not an accountant,
5 but I understand the factors and risks that need to be considered when evaluating a settlement. I
6 believe the Settlement Agreement is fair, adequate, and reasonable, and therefore I would
7 recommend that the Court approve it.

8 16. Summing it all up in the simplest terms, I asked to be the stand-in for other employees of
9 BDU as Class Representative. Because of that, I cannot quit on the Class, and I cannot put myself
10 and my interests before the Class. I accept these duties and request that my appointment be confirmed
11 as a Class Representative for purposes of settlement.

12 17. I believe that were it not for my stepping forward and taking on the duties of protecting
13 the interests of other Class Members with the other Class Representatives in this consolidated case,
14 it is likely that the interests of the Class would neither have been prosecuted nor benefited. To my
15 knowledge, other than the consolidated litigations encompassed by the proposed Settlement
16 Agreement, there is no other litigation, on a class or individual basis, concerning the claims in this
17 lawsuit nor has BDU pointed to any.

18 18. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
19 search for information online these days, I will face an increased risk that future employers will
20 discover information about this lawsuit online and have a negative reaction to learning that I sued
21 my former employer. This could make it harder for me to obtain future employment or change jobs
22 for a better opportunity.

23 19. I have devoted a substantial amount of my time, both before this lawsuit was filed and
24 during its litigation, to ensure a fair result for the Class. This involved ongoing communications and
25 participation with my attorneys during the course of this case.

26 20. My participation began with bringing certain issues that are involved in this matter to my
27 attorney's attention and explaining the factual background that was used to prosecute the claims in
28 this case. For example, I provided to my attorneys and reviewed with them documents from my

1 employment with BDU that I had in my possession, and I explained those documents and related
2 facts to my attorneys to assist them in their review and analysis. I also assisted in identifying potential
3 witnesses, including other employees, who might likewise have been of assistance.

4 21. My efforts continued after the suit was filed. For example, I continued to identify
5 employees and other witnesses to my attorneys, along with other information as to how they could
6 be of potential use in this matter. I also made myself available to answer questions from my attorneys
7 during the full-day mediation that led to the proposed Settlement Agreement.

8 REASONABLENESS OF SERVICE PAYMENT

9 22. I understand the Settlement Agreement provides a proposed service payment to me in the
10 amount of up to \$10,000.00 for service as a Class Representative. I believe this amount is fair
11 compensation to me for initiating and helping to prosecute this case, for my effort and time on this
12 case, and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff,
13 including the negative impact this role could have on my future employability. For example, a search
14 of my name will reveal this employment class action, and as a result, many employers will likely
15 forego hiring me. In addition, under the Settlement Agreement I have signed a general release of any
16 and all individual, class, and representative claims I have against the Defendants, including unknown
17 claims, and a waiver of my rights under section 1542 of the California Code of Civil Procedure.

18 23. As explained above, I have, and will continue to be, actively involved in assisting my
19 attorneys to support this litigation.

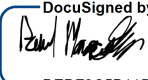
20 24. Throughout and prior to initiating this case, I engaged in lengthy conversations with my
21 attorneys about all aspects of the case; identified potential witnesses and provided relevant
22 documents to my attorneys, including policy documents and records I had received during my
23 employment; promptly responded to all of my attorneys' inquiries about my employment with BDU
24 and first-hand information as to BDU's practices, its ownership and corporate structure, and its wage-
25 and-hour policies and practices; requested regular case updates from my attorneys; asked my
26 attorneys questions so that I understood the legal process; and discussed the mediation and terms of
27 the proposed Settlement Agreement with my attorneys. In sum, I believe I have provided roughly 45
28 hours of my time during the course of this litigation to ensure a good outcome for the Class.

1 25. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and,
2 even more importantly, to put an end to what I believe are illegal practices on the part of BDU.

3 26. I am glad I had the opportunity to represent the Class in this lawsuit and that I was able
4 to recover money through the proposed Settlement Agreement for the Class.

5 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
6 true and correct.

7 Executed this 6/13/2023, at San Bernardino, California.

8 DocuSigned by:
9 
10 DEDF3C5B115742C...

11 Paul Mancillas

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 **DECLARATION OF PLAINTIFF PAUL MANCILLAS IN SUPPORT OF**
10 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
11 **SETTLEMENT**

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

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

21 Aileen H. Kim
22 aileenkim@jonesday.com
23 **JONES DAY**
24 3161 Michelson Drive, Suite 800
25 Irvine, CA 92612

26 *Attorney for Defendant **STANLEY BLACK & DECKER, INC. and STANLEY***
27 ***CONVERGENT SECURITY SOLUTIONS, INC.***

28 Justin F. Marquez
justin@wilshirelawfirm.com
Christina M. Le
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Zachary D. Greenberg
ZGreenberg@wilshirelawfirm.com
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

Name

/S/ Ximena Reyes

Signature

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
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Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Matt Martell and Edward Cosico

[Additional Counsel on following page]

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

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No. **JCCP 5218**

[Hon. David S. Cohn]

**DECLARATION OF PLAINTIFF MATT
MARTELL**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declarations of Kane Moon, Plaintiff Mancillas,
Plaintiff Cosico, and ILYM Group in Support of
Motion, and [Proposed] Order and Judgment]*

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NO. CIVSB2123358

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NO. 21CV002218

PRELIMINARY APPROVAL HEARING

Date: July 12, 2023

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Trial Date: Not set

ADDITIONAL 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

I, MATT MARTELL, declare as follows:

BACKGROUND OF EMPLOYMENT

4. During the alleged class period, I believe that Defendant's wage and hour practices placed employees, including me, at a disadvantage. For instance, I believe I was not paid based on the actual hours I always worked or paid according to the appropriate rates of pay, and I was sometimes paid extra, but I believe that pay was not reflected in my overtime and sick pay. Furthermore, during the alleged class period, I believe I did not receive all of my meal and rest periods, nor was I paid all premiums owed to me for all missed meal and rest periods.

7. As a result, I believe that other employees and I were harmed.

1 TYPICALITY AND ADEQUACY

2 8. During the alleged class period, I was employed by Defendant in a non-exempt position.
3 Accordingly, I have brought this class action case on behalf of all other employees who are also or were
4 at some point classified as non-exempt during their employment with Defendant. I believe my alleged
5 claims in this case impacted not only me but the entire class.

6 9. I believe that I have no conflicts of interest with other class members and have agreed to
7 place Class interests above my own.

8 10. I have reviewed and consent to my attorneys' fee split agreement with Moon & Yang,
9 APC.

10 DUTIES OF AND SERVICE AS CLASS REPRESENTATIVE

11 11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand
12 that as a Class Representative in this matter, I have an obligation to do my best to look out for the interests
13 of other Class Members. I understand that my obligations to the Class exist even when the Class is
14 certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to
15 the Class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the Class
16 Members. I have never asked my attorneys to simply settle this matter at any cost; rather, I have asked
17 them to obtain the best settlement they could, within reason, and I believe that they have attempted to do
18 so.

19 12. I understand the obligations of being an adequate Class Representative include significant
20 responsibilities and a fiduciary duty to represent the Class, which means responding truthfully,
21 completely, and promptly to any information requests made by my attorneys; reviewing facts and claims
22 in the case to make certain Defendant's Labor Code violations are redressed; participating dutifully in
23 the litigation; making myself available for any meetings, proceedings, and court hearings at which I am
24 needed; and, above all, putting Class interests above my own.

25 13. I brought this class action in full recognition and acceptance of my responsibilities as a
26 Class Representative, and I continue to appreciate the importance of my responsibilities as the litigation
27 continues.

28 14. This case was filed almost two years ago, and in that time, I have never asked to be

1 relieved from my role as a Class Representative. To the contrary, I have made myself available
2 whenever my attorneys wanted to discuss aspects of my employment by Defendant, and I remain
3 committed to seeing this matter through to the end.

4 15. I have conferred with my attorneys about the Joint Stipulation of Class and PAGA
5 Representative Action Settlement (the “Settlement Agreement”) in this case. I am not an accountant, but
6 I understand the factors and risks that need to be considered when evaluating a settlement. I believe the
7 Settlement Agreement is fair, adequate, and reasonable, and therefore I would recommend that the Court
8 approve it.

9 16. Summing it all up in the simplest terms, I asked to be the stand-in for other employees of
10 Defendant as Class Representative. Because of that, I cannot quit on the Class, and I cannot put myself
11 and my interests before the Class. I accept these duties and request that my appointment be confirmed as
12 a Class Representative for purposes of settlement.

13 17. I believe that were it not for my stepping forward and taking on the duties of protecting
14 the interests of other Class Members with the other Class Representatives in this consolidated case, it is
15 likely that the interests of the Class would neither have been prosecuted nor benefited. To my knowledge,
16 other than the consolidated litigations encompassed by the proposed Settlement Agreement, there is no
17 other litigation, on a class or individual basis, concerning the claims in this lawsuit nor has Defendant
18 pointed to any.

19 18. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
20 search for information online these days, I will face an increased risk that future employers will discover
21 information about this lawsuit online and have a negative reaction to learning that I sued my former
22 employer. This could make it harder for me to obtain future employment or change jobs for a better
23 opportunity.

24 19. I have devoted a substantial amount of my time, both before this lawsuit was filed and
25 during its litigation, to ensure a fair result for the Class. This involved ongoing communications and
26 participation with my attorneys during the course of this case.

27 20. My participation began with bringing certain issues that are involved in this matter to my
28 attorney’s attention and explaining the factual background that was used to prosecute the claims in

1 this case. For example, I provided to my attorneys and reviewed with them documents from my
2 employment with Defendant that I had in my possession, and I explained those documents and related
3 facts to my attorneys to assist them in their review and analysis. I also assisted in identifying potential
4 witnesses, including other employees, who might likewise have been of assistance.

5 21. My efforts continued after the suit was filed. For example, I continued to identify
6 employees and other witnesses to my attorneys, along with other information as to how they could be of
7 potential use in this matter. I also made myself available to answer questions from my attorneys during
8 the full-day mediation that led to the proposed Settlement Agreement.

9 REASONABLENESS OF SERVICE PAYMENT

10 22. I understand the Settlement Agreement provides a proposed service payment to me in the
11 amount of up to \$10,000.00 for service as a Class Representative. I believe this amount is fair
12 compensation to me for initiating and helping to prosecute this case, for my effort and time on this case,
13 and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff, including the
14 negative impact this role could have on my future employability. For example, a search of my name will
15 reveal this employment class action, and as a result, many employers will likely forego hiring me. In
16 addition, under the Settlement Agreement I have signed a general release of any and all individual, class,
17 and representative claims I have against the Defendants, including unknown claims, and a waiver of my
18 rights under section 1542 of the California Code of Civil Procedure.

19 23. As explained above, I have, and will continue to be, actively involved in assisting my
20 attorneys to support this litigation.

21 24. Throughout and prior to initiating this case, I engaged in lengthy conversations with
22 my attorneys about all aspects of the case; identified potential witnesses and provided relevant
23 documents to my attorneys, including policy documents and records I had received during my
24 employment; promptly responded to all of my attorneys' inquiries about my employment with
25 Defendant and first-hand information as to Defendant's practices, its ownership and corporate
26 structure, and its wage-and-hour policies and practices; requested regular case updates from my
27 attorneys; asked my attorneys questions so that I understood the legal process; and discussed the
28 mediation and terms of the proposed Settlement Agreement with my attorneys. In sum, I believe I

1 have provided roughly 40 hours of my time during the course of this litigation to ensure a good
2 outcome for the Class.

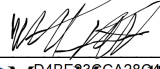
3 25. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and,
4 even more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

5 26. I am glad I had the opportunity to represent the Class in this lawsuit and that I was able
6 to recover money through the proposed Settlement Agreement for the Class.

7
8 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
9 true and correct.

10 Executed this 6/16/2023, at [City], California.

11 DocuSigned by:

12 

13 Matt Martell
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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 **DECLARATION OF PLAINTIFF MATT MARTELL**

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

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

19 Aileen H. Kim
20 aileenkim@jonesday.com
21 **JONES DAY**
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23 Irvine, CA 92612

24 *Attorney for Defendant **STANLEY BLACK & DECKER, INC. and STANLEY***
25 ***CONVERGENT SECURITY SOLUTIONS, INC.***

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*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

10 Name

/S/ Ximena Reyes

11 Signature