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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 31 2025

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

ENRIQUE MURRIETA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

STANLEY BLACK & DECKER, INC., a
California corporation; MOELLER
MANUFACTURING & SUPPLY, LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants

Case No.: CIVSB2414301

[Assigned to: Hon. Jeffrey Erickson, Dept. S14]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

FINAL APPROVAL HEARING:

Date: October 31, 2025

Time: 8:30 a.m.

Dept.: S14

Action Filed: May 10, 2024

Trial Date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 Plaintiffs Enrique Murrieta and Steve Hundley (collectively, "Plaintiffs"), on the one hand, and
3 Defendants Stanley Black & Decker, Inc., Moeller Manufacturing & Supply, LLC, and Bristol Industries,
4 LLC (collectively, "Defendants") (altogether, the "Parties") on the other, have reached a settlement of the
5 above-captioned matter (the "Action") alleging various class action wage-and-hour claims under the Labor
6 Code and Business and Professions Code. Plaintiffs have filed a Motion for Final Approval of Class and
7 Representative Action Settlement ("Plaintiffs' Motion") seeking final approval of the Parties' Class and
8 Representative Action Settlement Agreement (the "Settlement") and entry of judgment. A true and correct
9 copy of the Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Motion for
10 Final Approval of Class and Representative Action Settlement.

11 The Court, having timely received and duly considered Plaintiffs' Motion, the supporting
12 declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings
13 had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY**
14 **ORDERS AND DECREES AS FOLLOWS:**

15 1. Plaintiffs' Motion came before Department S14 of this Court, the Honorable Jeffrey
16 Erickson presiding, on October 31, 2025.

17 2. The Court hereby GRANTS final approval of the Settlement and ORDERS entry of this
18 Final Approval Order. All capitalized terms used for purposes of this Final Approval Order have the same
19 meaning as given in the Settlement, unless otherwise indicated. The Court further ORDERS the entry of an
20 accompanying Judgment that is consistent with this Final Approval Order.

21 3. The Court finds that the Settlement was made and entered into in good faith, the terms of
22 which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation
23 conducted by Plaintiffs and their counsel of record; is the result of serious, informed, adversarial, and arm's-
24 length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding,
25 the Court has considered all the evidence presented, including regarding the strength of Plaintiffs' claims; the
26 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the Gross
27 Settlement Amount offered and other monetary terms of the Settlement; the extent of investigation and
28 discovery completed; and the experience and views of Class Counsel. Further, the Court has considered the

1 fact that one Request for Exclusion from the Settlement was received and notes that no Class Members
2 objected to the Settlement.

3 4. The Court finds that Plaintiffs have exhausted all administrative remedies required to
4 bring the PAGA claims asserted in this Action and are authorized to act as private attorneys general
5 with respect to the PAGA claims being released under the Settlement. Pursuant to California Labor Code
6 section 2699(s), the LWDA was given advanced notice of this Action and a copy of the Settlement, has not
7 objected to the Settlement or sought to intervene, and is therefore bound by this Final Approval Order and the
8 accompanying Judgment.

9 5. The Court finds, for settlement purposes only, the Settlement Class meets the requirements
10 for certification under California Code of Civil Procedure section 382 in that: (1) the Settlement Class is so
11 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general
12 interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are
13 typical of the claims of the Settlement Class; (4) Plaintiffs and Class Counsel will fairly and adequately protect
14 the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for
15 the fair and efficient adjudication of the controversy.

16 6. Accordingly, the Court certifies, for settlement purposes only, the following Class (the
17 "Settlement Class"):

18 All current and former non-exempt employees of any Defendant or any
19 subsidiary of Defendant Stanley Black & Decker, Inc. who worked in California
20 at any time during the Class Period. The "Class Period" means February 22, 2023,
21 through the date of entry of the Court's Preliminary Approval Order (June 4,
22 2025). Excluded from the Settlement Class is any Class Member who opts out of
23 the Settlement by sending the Administrator a valid and timely Request for
24 Exclusion.

25 7. The *Court-Approved Notice of Class and Representative Action Settlement and Hearing*
26 *Date for Final Court Approval* (the "Class Notice"), which was attached to the Preliminary Approval Order
27 as Exhibit A and provided to the Class pursuant to the plan for distribution described under the Settlement,
28 conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted
the best notice practicable under the circumstances by providing individual and adequate notice of the
proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
requirements of due process and provided Class Members with adequate instructions and a variety of means

1 to obtain additional information.

2 8. The deadline to submit a Request for Exclusion, Objection, or dispute as to Workweeks
3 and/or PAGA Pay Periods was September 4, 2025.

4 9. The Court finds that a full opportunity has been afforded to Class Members to object to the
5 Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to
6 the Settlement, and no objections were made.

7 10. The Court finds that one Requests for Exclusion was received from the following individual
8 (identified by the Administrator's employee reference identification number): MUSTBD1715. Accordingly,
9 this individual is excluded from the Settlement Class. All remaining 1,180 Class Members remain in the
10 Settlement Class and are bound by this Final Approval Order and the accompanying Judgment.

11 11. Notwithstanding the submission of a Request for Exclusion, Class Members are still bound
12 by the settlement and release of the Released PAGA Claims pursuant to *Arias v. Superior Court* (2009) 46
13 Cal. 4th 969, as requests to be excluded from the Settlement Class do not apply to the Released PAGA Claims.

14 12. The Court identifies, for settlement purposes only, the "Aggrieved Employees" as:

15 All current and former non-exempt employees of any Defendant or any
16 subsidiary of Defendant Stanley Black & Decker, Inc. who worked in California
17 at any time during the PAGA Period. The "PAGA Period" means May 5, 2023,
through the date of entry of the Court's Preliminary Approval Order (June 4,
2025).

18 13. Release of Claims.

19 a. Released Parties. "Released Parties" means: Defendants and each of their former and
20 present owners, parents, subsidiaries, officers, directors, members, managers,
21 consultants, assigns, partners, shareholders, joint venturers, agents, predecessors,
22 successors, affiliates, assigns, accountants, insurers, reinsurers, and legal representatives,
23 and any individual or entity which could be jointly liable with Defendants for any of the
24 claims alleged by either Plaintiff, and all persons or entities acting by, through, under, or
25 in concert with any of them. For the avoidance of doubt, the Released Parties shall
26 include, but not be limited to: Moeller Manufacturing & Supply, LLC, Stanley Black &
27 Decker, Inc., AeroFit, LLC, Consolidated Aerospace Mfg. LLC, 3-V Fastener Co., Inc.,
28 Black & Decker (U.S.) Inc., Bristol Industries LLC, Emhart Teknologies, LLC (aka

Stanley Engineered Fastening, LLC), Nelson Stud Welding, Inc., Stanley Industrial & Automotive, LLC, and Stanley Infrastructure, LLC.

- b. Plaintiffs' General Release. Plaintiffs will release the Released Parties from any and all claims that Plaintiffs have or may have against them related to or arising from Plaintiffs' employment with Defendants ("Plaintiffs' General Release"). Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from and/or in addition to the facts and/or law that Plaintiffs now know or believe to be true, but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. Plaintiffs' General Release does not extend to any claims or actions to enforce the Settlement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, to any claims that are not releasable as a matter of law or public policy, or to any claims arising after the date of Plaintiffs' respective signature on the MOU (i.e., after January 16, 2025, for Plaintiff Murrieta; or after January 21, 2025, for Plaintiff Hundley).
- i. Section 1542 Waiver. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- c. Released Class Claims by Participating Class Members. All Participating Class Members will, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities in which any of them have a controlling ownership interest, be bound by a release of all known and unknown claims, rights, demands, liabilities, and causes of action of any kind, whether known or unknown, including any violation of common law, California law, local law, and/or federal law which were raised or could have been raised in the Actions based on the facts pled in the Operative

1 Complaint and occurring during the Class Period, including but not limited to claims for
2 failure to fully and timely pay all minimum, straight and overtime wages due, during
3 employment and at termination, whether that failure to pay all wages due was caused by
4 inaccurate timekeeping, off-the-clock work, the calculation of any wage rates due during
5 employment or at termination, withholding of wages and/or unlawful deductions from
6 wages, unpaid or underpaid meal and rest period premiums, on-call or reporting time
7 practices, or unpaid or underpaid vacation, paid time off, or holiday wages (e.g., claims
8 based on Cal. Lab. Code §§ 201, 202, 203, 204, 210, 216, 218, 221, 222, 223, 226.7,
9 227.3, 256, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802);
10 failure to provide meal and rest periods (e.g., claims based on Cal. Lab. Code §§ 226.7,
11 512, 558); failure to reimburse all necessary business expenses (e.g., claims based on
12 Cal. Lab. Code § 2802); failure to provide accurate wage statements and/or maintain
13 records (e.g., claims based on Cal. Lab. Code §§ 226, 226.2, 226.3, 247.5, 1174, 1198);
14 failure to provide paid sick leave and/or correctly calculate sick leave (e.g., claims based
15 on Cal. Lab. Code §§ 233, 246, 246.5, 247, 248.5, 248.6); unlawful imposition of quotas
16 and production demands (e.g., claims brought under Cal. Lab. Code §§ 2100, *et seq.*);
17 any violation of the applicable IWC California Wage Orders based on the foregoing
18 claims, as well as claims for suitable seating under sections 14(A) and (B) of the relevant
19 Wage Order, California Code of Regulations, Title 8 §§ 11000, *et seq.*, Business &
20 Professions Code §§ 17200, *et seq.*, and any related damages, penalties, restitution,
21 equitable relief, disgorgement, interest, or attorneys' fees arising during the Class Period
22 (the "Released Class Claims"). Plaintiffs and Participating Class Members shall be
23 permanently barred and enjoined from the institution or prosecution of any and all
24 Released Class Claims against the Released Parties, except as to such rights or claims as
25 may be created by the Settlement. The Released Class Claims do not extend to any other
26 claims, including claims for vested benefits, unemployment benefits, disability benefits,
27 social security benefits, or workers' compensation benefits that arose at any time, to any
28 claims that are not releasable as a matter of law or public policy, or to any claims arising

outside of the Class Period.

d. Released PAGA Claims. All Aggrieved Employees and the LWDA will be bound by a release of all claims for civil penalties brought under Labor Code §§ 2698, *et seq.*, arising during the PAGA Period and which were alleged in Plaintiffs' PAGA Notices to the LWDA and in Plaintiffs' Operative Complaint in the Actions, or that reasonably could have been alleged in the PAGA Notices or Operative Complaint based on the facts asserted therein (the "Released PAGA Claims").

e. Date Releases are Effective. The released claims will be effective upon entry of the Court's Final Approval Order and Defendants' full funding of the Gross Settlement Amount.

14. Defendants shall pay a Gross Settlement Amount of **\$1,504,298.81**, and no more. Defendants shall pay the foregoing amount by transmitting the funds to the Administrator within thirty (30) calendar days following the Settlement's "Effective Date," as that term is defined under the Settlement.

15. The Court confirms the appointment of Phoenix Settlement Administrators as the Administrator, with payment of an Administration Expenses Payment in the amount of **\$12,000.00** from the Gross Settlement Amount for its administration services. The Court finds the Administrator has fulfilled its initial notice and reporting duties. The Administrator shall continue to perform services and duties as provided in the Settlement, this Final Approval Order, and the accompanying Judgment, including, without limitation, disbursement individual settlement payments via First-Class U.S. Mail within fourteen (14) calendar days after Defendants funds the Gross Settlement Amount. Class Members shall not be required to submit any claim form in order to receive an individual settlement payment.

16. In accordance with rule 3.771(b) of the California Rules of Court, notice of this Final Approval Order and the accompanying Judgment shall be given to the Settlement Class and/or Aggrieved Employees by the Administrator, who shall post an electronic copy on its website for a minimum of ninety (90) calendar days. The Court notes that the website address was provided to Class Members in the Class Notice.

17. The Court confirms the appointment, for settlement purposes only, of Plaintiffs as the Class Representatives, with payment of a Class Representative Service Payment in the amount of **\$20,000.00**, to each, from the Gross Settlement Amount, in addition to the amounts Plaintiffs are eligible to receive as

1 individual Settlement Class Members and/or Aggrieved Employees. The Court finds this enhancement award
2 is justified for Plaintiffs' contributions and participation in the Action, for the risks and duties attendant to
3 their role as the Class Representatives, and for their general release of claims, both known and unknown, and
4 waiver of section 1542 rights. The Court further finds Plaintiffs have adequately represented the Class.

5 18. The Court confirms the appointment, for settlement purposes only, of Plaintiffs' Counsel
6 Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC, and Norman B.
7 Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, and Piya Mukherjee of
8 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. The Court approves a Class Counsel
9 Fees Payment in the amount of **\$501,432.94** (one-third of the Gross Settlement Amount) from the Gross
10 Settlement Amount for Class Counsel's reasonable attorneys' fees. The Court finds the fee award is
11 reasonable compared to amounts routinely approved in similar settlements and as guided by the California
12 Supreme Court's decision concerning the awarding of fees from monetary funds for class members. (*Laffitte*
13 *v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) Class Counsel undertook representation on a
14 contingency basis despite the uncertainty of any fee award. Class Counsel were necessarily precluded from
15 pursuing other potential sources of fees because of work and fiduciary duties owed in connection with this
16 Action. Based on these considerations and after conducting a lodestar cross-check, the Court finds the fee
17 award is fair and reasonable.

18 19. The Court further awards a Class Counsel Costs Payment in the amount of **\$34,341.96** from
19 the Gross Settlement for reimbursement of litigation costs. The Court finds that these costs were actually and
20 necessarily incurred by Class Counsel in the course of this Action.

21 20. The Court approves **\$125,000.00** to be designated from the Gross Settlement Amount as the
22 PAGA Allocation for settlement of claims for civil penalties under the Private Attorneys General Act, Labor
23 Code Sections 2698, *et seq.* ("PAGA"). Of this amount, **\$93,750.00** (75%) shall be allocated and payable to
24 the LWDA through the LWDA PAGA Payment, and **\$31,250.00** shall be allocated and paid to Aggrieved
25 Employees through Individual PAGA Shares.

26 21. After deducting the PAGA Allocation, Class Representative Service Payment, Class
27 Counsel Fees Payment, Class Counsel Costs Payment, and the Administration Expenses Payment, in the
28 amounts specified above, from the Gross Settlement Amount, the remaining amount shall be allocated as the

1 Net Settlement Amount. All employer-side payroll taxes owed on the Wage Portion of the Individual Class
2 Payments will be paid from the Net Settlement Amount and remitted by the Administrator to the appropriate
3 taxing agencies. After deducting the employer-side payroll taxes, the Administrator shall disburse the
4 remainder of the Net Settlement Amount and distributed to Participating Class Members through Individual
5 Settlement Class Shares.

6 22. The Court finds that the methodology used to calculate Individual Settlement Class Shares
7 and Individual PAGA Shares to Participating Class Members and Aggrieved Employees, respectively, is fair
8 and reasonable. The Court thus authorizes the Administrator to calculate and pay individual settlement
9 payments in accordance with the terms of the Settlement.

10 23. Following the expiration of the 180-day check-cashing deadline, the Administrator shall
11 transmit any uncashed funds to the California State Controller's Office pursuant to the Unclaimed Property
12 Law, California Civil Code §§ 1500, *et seq.*, in the name of each individual who did not timely cash their
13 settlement check. This disposition results in no "unpaid residue" pursuant to California Civil Procedure
14 Code § 384, as all payments to Participating Class Members and Aggrieved Employees will be paid out,
15 whether or not these individuals cash their Settlement checks.

16 24. The terms and obligations set forth in the Settlement are deemed part of this Final
17 Approval Order and the accompanying Judgment, and the Parties and Administrator are ordered to carry
18 out the Settlement accordingly.

19 25. This Final Approval Order and the accompanying Judgment are intended to be a final
20 disposition of the Action in its entirety and are intended to be immediately appealable.

21 26. All payments due by Defendants for settlement of this Action will be made pursuant to the
22 Settlement, this Final Approval Order, and the accompanying Judgment.

23 27. Each Party is to bear their own costs and attorneys' fees, except as otherwise provided by
24 the Settlement, this Final Approval Order, or the accompanying Judgment and as approved by the Court.

25 28. Nothing in the Settlement, this Final Approval Order, or the accompanying Judgment will
26 be construed as an admission or concession by any Party. Neither the Settlement nor any related document
27 shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding
28 other than as may be necessary to consummate or enforce the Settlement, this Final Approval Order, and

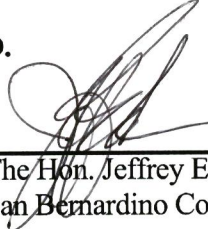
1 the accompanying Judgment.

2 29. The Settlement is final, binding, and enforceable pursuant to California Code of Civil
3 Procedure section 664.6. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding
4 entry of this Final Approval Order or the accompanying Judgment, the Court retains jurisdiction over the
5 Parties, the Action, and the Settlement solely for purposes of (i) enforcing the Settlement, the Final Approval
6 Order, and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
7 Judgment matters as are permitted by law. In the event that one or more of the Parties to the Settlement
8 institutes any legal action or other proceeding against any other party or parties to enforce the provisions of
9 the Settlement or to declare rights and/or obligations under the Settlement, the successful party or parties shall
10 be entitled to recover, from the unsuccessful party or parties, reasonable attorneys' fees and costs, including
11 expert witness fees incurred in connection with any enforcement actions.

12 30. The Court sets a Non-Appearance Case Review ("NACR") Re: Distribution on
13 July 20, 2027, at 8:30 A.m. in Department S14 of this Court. Class Counsel shall file a
14 declaration and final report regarding the status of the distribution of settlement funds at least five (5)
15 court days prior to the NACR.

16 **IT IS SO ORDERED AND DECREED.**

17 Dated: 10/31/25


The Hon. Jeffrey Erickson
San Bernardino County Superior Court Judge

Jeffrey R. Erickson